

NEBRASKA PATHFINDERS

CITY COUNCIL MEETING

August 12, 2014 City Council Chambers 400 East Military, Fremont NE STUDY SESSION – 6:45 P.M. MEETING – 7:00 P.M.

AGENDA

- 1. Meeting called to order
- 2. Roll call
- 3. Mayor comments (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

- 4. Public Hearing on Northeast Nebraska Solid Waste Coalition <u>budget</u> for fiscal year ending September 30, 2015 (staff report)
- 5. Public Hearing on class CK liquor license <u>application</u> of A Final Take LLC dba The Gathering Social Hall, 750 North Clarmar (<u>staff report</u>)
- 6. <u>Resolution</u> approving class CK liquor license application of A Final Take LLC dba The Gathering Social Hall, 750 North Clarmar (<u>staff report</u>)

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

- 7. Dispense with reading of and approve July 29, 2014 minutes
- 8. July 30 August 12, 2014 claims (staff report)
- 9. <u>Resolution</u> approving consumption of alcohol on city property for Stacy <u>Gibney</u>, City Auditorium, October 30, 2014, banquet <u>(staff report)</u>
- 10. <u>Resolution</u> approving Special Designated Permit applications for <u>Rise's</u> Drive-In Liquor, 1710 West 16th, August 21, 2014, reception; <u>Rise's</u> Drive-In Liquor, 925 North Broad, October 4, 2014, reception; <u>Rise's</u> Drive-In Liquor, 925 North Broad, October 25, 2014, reception (<u>staff report</u>)
- 11. Report of the Treasury (staff report)
- 12. <u>Resolution</u> assessing nuisance lien against Lot 6 except South 6' Block 29 Chases Addition 1340 N Union owner: Wells Fargo Bank (staff report)
- 13. <u>Resolution</u> assessing nuisance lien against Lot 4 Block 3 Phelps 1233 E 18th owner: Steve & Cindy Kelsey (staff report)

AGENDA

CONSENT AGENDA CONTINUED:

- 14. <u>Resolution</u> assessing nuisance lien against Lot 4 Block 20 Dorseys 2118 N Clarkson owner; Bank of America (<u>staff report</u>)
- 15. <u>Resolution</u> approving Keep Fremont Beautiful <u>request</u> to use Ilgenfritz parking lot on September 3, 2014 for recycling collection event (<u>staff report</u>)
- 16. Resolution approving class C liquor license renewals (staff report)
- 17. Appointment of Katie Carlson to the Housing Rehabilitation Board to fill an unexpired term ending June 2016 (staff report)
- 18. Authorize grant application from American Heart Association Mission Lifeline for equipemnt (staff report)
- 19. Cement worker <u>application</u> for Kyle Timmer and Oldcastle Materials Midwest Omni Engineering (<u>staff</u> <u>report</u>)
- 20. Resolution to accept and award bid for well field injection vaults (staff report)
- 21. Resolution to accept and award bid for boiler replacement in administration building (staff report)
- 22. <u>Resolution</u> to accept and award <u>bid</u> for roof repair at solids processing building at Waste Water Treatment Plant (<u>staff report</u>)
- 23. <u>Resolution</u> to accept and award <u>bid</u> for water main replacement project 2014 (<u>staff report</u>)
- 24. Appoint Dan Martinez to Citizens Advisory Review Committee (LB 840) (staff report)
- 25. <u>Resolution</u> removing loading/unloading designation at 6th and Main (staff report)
- 26. Resolution concerning 23rd Street and Yager (staff report)

REGULAR AGENDA: requires individual associated action.

- 27. Third reading <u>Ordinance</u> No. 5310, reconsidered and amended, amending Fremont Municipal Code, Chapter 3, Departments; Chapter 5, Snow Routes, Handicap Permits, Parking Meters; Chapter 10, Alcoholic Beverages <u>(staff report)</u>
- 28 Third reading Ordinance annexing part of NW 1/4 7-17-9 (Ritz Lake Phase I) (staff report)
- 29. Second reading <u>Ordinance</u> approving Robert Steenblock request to rezone Lot 1D of replat of Lot 1, Steenblock Subdivision from LI to R-2 (staff report)
- 30. Reconsider and amend <u>Resolution</u> No. 2014-120 establishing board members of Business Improvement District for downtown area (staff report)
- 31. <u>Resolution</u> approving dedication of permanent drainage <u>easement</u> for 1st Street from Luther to Johnson Road (<u>staff report</u>)
- 32. <u>Resolution</u> approving right of way <u>dedication</u> for 1st Street from Luther to Johnson Road (<u>staff report</u>)
- 33. <u>Resolution</u> approving temporary construction <u>easements</u> for 1st Street from Luther to Johnson Road <u>(staff report)</u>
- 34. Greater Fremont Development Council report
- 35. Adjournment Agenda posted at the Municipal Building on August 8, 2014 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on August 8, 2014. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: August 7, 2014

SUBJECT: NORTHEAST NEBRASKA SOLID WASTE COALITION

Recommendation: 1. Move to open the public hearing, 2. Receive comments, 3. Move to close the

public hearing.

Background: The Northeast Nebraska Solid Waste Coalition requires the City of Fremont to hold a public hearing on the budget. Council Member Anderson represents Fremont with Council Member Hoppe as the alternate representative.

#4

FUND REVENUE DETAIL

Code	Description	2011-2012 Actual Revenues	2012-2013 Actual Revenues	2013-2014 Estimated Revenues	2013-2014 Budget	2014-2015 Budget
	Balance Brought Forward	2,397,564	2,938,520	3,430,959	3,396,362	3,747,534
20704	Charges for Services	0 000 FE0	0.045.454	0.000.700	0.440.400	0.050.000
36701	Use Fees	2,299,550	2,245,454	2,086,790	2,440,188	2,358,698
	Total Charges for Services	2,299,550	2,245,454	2,086,790	2,440,188	2,358,698
37404	Rent & Other Revenue Miscellaneous	1,700	_	_	_	_
37404	Late Charges	1,700	30	3	-	_
37400	Total Rent & Other Revenue	1,700	30	3		
	Interest Income					
38801	Other Interest Income	85	(18)	9,718	7,300	7,900
	Total Interest Income	85	(18)	9,718	7,300	7,900
	Total Revenue	2,301,336	2,245,466	2,096,511	2,447,488	2,366,598
	Total Funds Available	4,698,900	5,183,985	5,527,470	5,843,850	6,114,132

FUND BUDGET CALCULATION

Code	Description					Amount
	BALANCE BROUGHT FORWARD Estimated balance as of October 1, 2014.					3,747,534
	Revenue Bond Operating & Maintenance					108,259 130,000
	Total Restricted					238,259
	Unrestricted Balance					3,509,275
36701	CHARGES FOR SERVICES Use Fees Special Wastes	98,252 50	Ton Ton	_	\$24.00 \$13.00	2,358,048 650
	TOTAL CHARGES FOR SERVICES				·	2,358,698
38001	INTEREST INCOME Other Interest Income					
	Estimate of interest to be earned.					7,900
	TOTAL INTEREST INCOME					7,900
	TOTAL FUNDS AVAILABLE					6,114,132

Code	Description	2011-2012 Actual Expenditures	2012-2013 Actual Expenditures	2013-2014 Estimated Expenditures	2013-2014 Budget	2014-2015 Budget
	Personnel Costs					
11	Salaries & Wages	63,098	59,653	62,278	68,259	69,619
13	Group Insurance	29,665	25,952	8,500	27,109	12,747
14	Pension	3,732	3,579	4,047	4,437	4,525
15	FICA	4,560	4,351	4,545	5,222	5,326
16	Worker's Compensation	1,944	731	838	436	742
	Total Personnel Costs	102,998	94,266	80,208	105,463	92,959
	Operating Supplies and Materials					
24	Vehicular Fuel & Lube	2,302	1,427	1,383	2,275	2,275
26	Minor Apparatus & Tools				500	500
	Total Operating Supplies & Mat.	2,302	1,427	1,383	2,775	2,775
	Other Operating Costs					
31	Rent	835	664	670	720	720
32	Disposal Fees	994,809	975,400	974,844	1,044,831	1,006,348
	Total Other Operating Costs	995,644	976,064	975,514	1,045,551	1,007,068
	Utilities & Maintenance					
41	Electricity	2,716	2,178	3,084	3,500	4,000
46	Bldg., Ground,& Plant Maintenance	12,926	2,803	3,154	14,200	14,200
47	Machinery & Vehicle Maintenance	-	-	-	-	-
48	Office Equipment Maintenance	375	250	2,889	1,500	1,500
	Total Utilities & Maintenance	16,017	5,231	9,127	19,200	19,700

Code	Description	2011-2012 Actual Expenditures	2012-2013 Actual Expenditures	2013-2014 Estimated Expenditures	2013-2014 Budget	2014-2015 Budget
	Legislative Affairs					
53	Travel & Conference	817	355	821	4,645	4,620
55	Dues & Publications	523	685	1,137	665	765
	Total Legislative Affairs	1,340	1,040	1,958	5,310	5,385
	Other Admin. & Overhead					
61	Insurance	14,539	9,760	12,929	10,350	14,500
62	Telephone & Teletype	433	421	750	1,500	1,500
63	Postage	200	225	245	1,000	1,000
64	Office Supplies	771	988	100	2,310	2,310
65	Legal Notices & Advertising	117	100	200	500	500
68	Other Professional Fees	148,068	182,112	143,856	191,443	252,418
	Total Other Admin. & Overhead	164,128	193,606	158,080	207,103	272,228
	Gov't Subsidies & Transfers					
78	Intrafund Oper. Transfer Out	154,278	156,295	157,188	164,200	165,500
	Total Gov't Subsidies & Trans.	154,278	156,295	157,188	164,200	165,500
	Capital Outlay					
84	Machinery & Equipment	-	-	71,000	77,000	4,700
87	Infrastructure	-	-	-	-	70,000
	Total Capital Outlay		-	71,000	77,000	74,700
	Debt Service					
91	Debt Service - Principal	275,000	280,000	285,000	285,000	290,000
92	Debt Service - Interest	48,673	45,098	40,478	40,478	34,778
	Total Debt Service	323,673	325,098	325,478	325,478	324,778
	Total Expenditures	1,760,380	1,753,026	1,779,936	1,952,080	1,965,093
	Ending Balance	2,938,520	3,430,959	3,747,534	3,891,770	4,149,039
	Total Funds Accounted For	4,698,900	5,183,985	5,527,470	5,843,850	6,114,132

Code	Description		Α	mount (Code	Description		Amount	Code	e Description
10	PERSONNEL COSTS				16	WORKER'S COMPENSATION				Adjustment
11	SALARIES & WAGES					Avg. Mo. 61.81 x	12			Variable Fee
	Average Monthly Salary	,				TOTAL WORKER'S COMP.	•	742		Fixed Fee
	\$ 5,066	Χ	12	60,792		TOT. PERS. COSTS		92,959		\$/ton State Fe
	Holiday Hours Worked									Special Waste I
	\$ 29.23	Χ	32	935	20	OPER. SUP. AND MATERIALS	3			50 tor
	Overtime Average Hour				24	VEHICULAR FUEL & LUBE				Hazardous W
	\$ 29.23	Χ	270	7,892		Unleaded 700 x	3.25	2,275		Test, Ship, I
	TOTAL SALARIES			69,619		TOTAL VEHIC. FUEL&LUBE	•	2,275		TOTAL DISPO
				,				,		TOT. OTH OF
13	GROUP INSURANCE				26	MINOR APPARATUS & TOOLS	S			
	Health Insurance					Maint. & Janitorial		500	40	UTILITIES AN
	\$650 Monthly	Х	12	7,800		TOTAL MINOR APP & TOOLS	•	500	41	ELECTRICITY
	Less: Payroll Deduction			·		TOTAL OPER. SUP. & MAT.		2,775		TOTAL ELEC
	\$246 Monthly	Х	12	-2,952				·		
	Deductible & Dental			6,500	30	OTHER OPERATING COSTS			46	BLDG,GRND
	Emp. Assist. Program			,		RENT				Building
	\$21 Ea.	Χ	2	42		Water Filtration System				Portable gas r
	Life Insurance			863		Mo. Rent 60 x	12	720		Well Pumps
	LTD Premium					TOTAL RENT	•	720		Janitorial Sup
	\$537 Annually	Х	1	537						HVAC Repairs
	LESS: Payroll Deduction	n			32	DISPOSAL FEES				Plumbing Rep
	\$4 Monthly	Х	12	-43		FY 12/13 Actual				Scale Service
	TOTAL GROUP INS.			12,747		Norfolk	29,222			TOTAL BLDG
						Fremont	26,501			
14	PENSION					Columbus	21,133		48	OFFICE EQU
	\$69,619	x 6	5.50%	4,525		Pilger	175			Security Syste
	TOTAL PENSION			4,525		Oakland	709			Computer & T
						Newman Grove	6,920			TOT.OFF.EQ
15	FICA					Other	7,977			TOTAL UTIL.
	\$69,619	x 7	'.65%	5,326		Total	92637			
	TOTAL FICA			5,326		% Projected Incr 6%	98,252		50	LEGISLATIVI
						Operating contract			53	TRAVEL AND
						\$4 Variable Base				Mileage
						480,000 Fixed Base				MOLO Trainir

Code	Description	Amount	Code	e Description	Amount	Cod	e Description
	NESWANA Conference			Weight tickets		80	CAPITAL OU
	Mileage	120		8 Case x \$	95 760	84	MACHINERY
	Hotel	500		TOT. OFFICE SUPPLIES	2,310	_	3 PC's (1/2 sh
	Meals	200					2 Laser Printe
	Registration	600	65	LEGAL NOTICES&ADVERTISE	500		Tommy Lift G
	TOTAL TRAVEL & CONF	4,620		TOTAL LEG. NOT.& ADVER.	500	_	TOTAL MACH
55	DUES & PUBLICATIONS		68			87	INFRASTRUC
	SWANA dues for 3 employees	450		50% Scale Software Service Fee	500		Engineering for
	Water & Recycling News	75		Stanton Co. Host Fee	68,944		TOTAL INFRA
	Columbus Telegram	240		Clarkson VFD Donation	750		TOT. CAPITA
	TOTAL DUES & PUBLICATIONS	765		School District In-Lieu-of-tax fee	4,625		
	TOTAL LEG. AFFAIRS	5,385		NDEQ Annual Operating Fee	7,500		
				Norfolk Administrative Services (CF		91	PRINCIPAL
60	OTHER ADMIN. & OVERHEAD				38,194		Bond Principa
61	INSURANCE			Groundwater Monitoring (CPI Adjust	•		TOTAL PRIN
	Property and General Liability	14,000			35,944		
	Public Official Bond	500	•	Audit	6,000		INTEREST
	TOTAL INSURANCE	14,500		Attorney	5,000		Bond Interest
				Drug Screen 1 x \$ 35	35		TOTAL INTER
62	TELEPHONE & TELETYPE			Emission Inventory & GHG Report			TOTAL DEB
	Telephone	600		Emission Inventory fee	900		
	Internet	900	•	Fremont National Bank Annual Fee			TOT. EXP.
	TOTAL TELE.&TELETYPE	1,500		Engineering for Operating Permit	60,000		
				Legislative Activities	20,000	-	ENDING BAL
63	POSTAGE	1,000		TOTAL OTHER PROF.FEES	252,418		
	TOTAL POSTAGE	1,000		TOTAL OTH.ADMIN&OV.	272,228		Revenue Bon
							Operating & N
64	OFFICE SUPPLIES		70	GOV'T SUBSIDIES & TRANSFER	S		TOTAL REST
	Printing & copying	200	78	INTERFUND OPER. TRANSFER (DUT		
	Software	500		Financial Assurance Fund	165,500	_	UNRESTRIC
	Computer Supplies	300		TOTAL INTERFUND OP. TRAN.	165,500	_	
	Miscellaneous Materials	550		TOTAL GOV'T SUBSIDIES			TOTAL FUND
				& TRANSFERS	165,500		

DIVISION PERSONNEL ROSTER

Name	Position	Date of Hire	Grade & Step 10/1 /14	Monthly Wage	Merit Increase D a t e	Merit Grade /Step I
Kucera, David	Scale Clerk	10/26/95	10 H	3,377	5 -1	10 H
Kingsley, Deborah	Scale Clerk	10/26/95	10 H	1,689	5 -1	10 H

Total

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/ TREASURER

DATE: AUGUST 7, 2014

SUBJECT: A FINAL TAKE LLC dba THE GATHERING SOCIAL HALL, 750 NORTH CLARMAR

Recommendation: 1. Move to open the public hearing on Class CK liquor license application of A Final

Take LLC dba The Gathering Social Hall, 750 North Clarmar Avenue 2. Receive testi-

mony 3. Move to close public hearing

Background: See attached City reports and application. New owners of an existing business at this location.

#5

Fremont Police Department <u>Liquor License Application Investigative Report</u>

Date 7/31/2014

Name of Business: The Gathe Business Address: 750 N. Cla Business Phone #: 402-727-7 Business Owner (s): Kate Rud Joel Rudi	rmar Ave. 799 dloff
Business Owner's Address (s): 14935 M Street Omaha, NE 68137
Owner's Daytime Phone Numb	ber: 402 672-0142
1. Type of Investigation:	X Purchase of BusinessUpgrade of Existing License (From to)Expansion of Present BusinessRenewal - Long FormNew and additional LicenseTransfer of LocationManager / Employees
2. Type of License: Class	s - C & K
3. Type of Business:	Hotel / Motel Liquor / On / Off Sale onlyRestaurant / Food Service Entertainment X Other—Social Hall
4. Type of Ownership:	X Corporation (LLC) Partnership Individual
5. Financial Information : *Due to the previous owner determine. (Estimation)	Previous Years Gross Sales ers not keeping very good financial records, this is hard to Estimated Annual Payroll Estimated Gross Income% Food% Liquor
6. Premise Information:	X Commercial Industrial Residential Traffic
200 Estimated Seating Capacity	

Premise days of operation: appointments/reservations th	ALL (M-T-W-T-F-S-S) *Days and hours will be subject to lat are made for events.
Premise hours of operation:	to(MON-FRI) to(SAT-SUN)
7. Type of Food Service:	<u>X</u> Microwave <u>X</u> Grill <u>X</u> Kitchen
8. Employees:	#_2 Full Time #0_ Part Time
Are any of the employed NO	e's under 21 years of age?
	er been arrested and/or convicted of any criminal offense
9. Manager Information:	Name: <u>Kate L. Rudloff</u> Address: <u>14935 M Street Omaha, NE 68137</u> Phone # 402-672-0142 Drivers License # V03329042 State <u>NE</u> Length of time as manager: <u>4 years</u>
is anyone other than the mana Joel Rudloff	ger responsible for the daily operation of the business?
10. Number of Licenses within 4	competitive distance:
11. Does the establishment hav	/e gaming?
12. Does the establishment sel	tobacco products?
13. Has this establishment's ov before the Nebraska Liqu NO	vners or any employee of this establishment ever been for Control Commission in a disciplinary hearing?
14. Please give the approximate during the last year.	te number of police service calls to this establishment
15. Is anyone other than those in profits of this establishment NO	ndividuals previously listed, drawing a percentage of the ?
16. Please enclose copy of lease	é agreement.

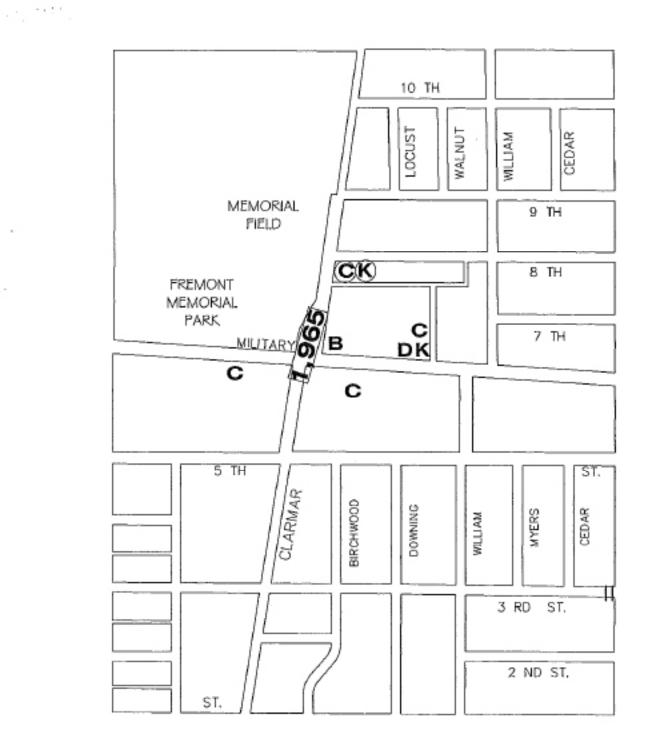
Date received by Fremont Police Department	7/24/2014
Date of Completed Investigation	8/5/2014
Signature of Investigating Officer	Breaker Treusa
Date of Hearing by Governing Body	,
Governing Body Recommondation:	
Signature of Applicant	
Printed Name of Applicant <u>Moto Rudlo</u> 纤	
Notary Athour A. Boehlke.	<u> </u>
Falsification of any part of this application may	result in criminal and civil penalties.

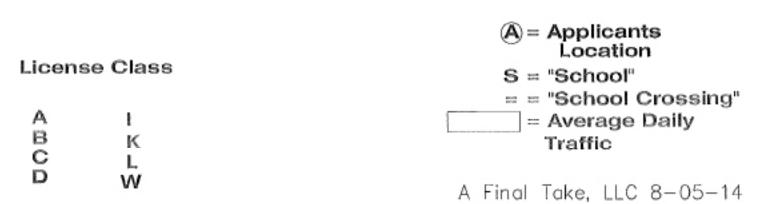
GENERAL MOTARY - State of Motaskin KATHARYN A. BOSHALKE My Control Box. July 29, 2077

LIQUOR APPLICATION REPORT

DATE: 8/5/14	UE DATE: 8/07/14
APPLICANT: A Final Take, LLC	C The Gathering Hall
LOCATION: 750 N. Clarmar. Frem	ont,NE. 68025
REQUESTED LICENSE OR ACT	ION: Class CK
DESIGNATION OF ADJACEN OR MAJOR ARTERIAL, EXPRE <u>Collector.</u>	T STREET (LOCAL, COLLECTOR, MINOR SSWAY):
STREET WIDTH AND PROFILE:	66' R.O.W. with 2 lanes, 31' paving
with curb and gutter. Sidew	alks along Clarmar.
SPEED LIMIT: 25 M.P.H.	
AVERAGE DAILY TRAFFIC CO	DUNT:
1,965 Clarmar (Source):	2012 NDOR average daily traffic
counts.	
ACCIDENT REPORT AT ADJA	CENT INTERSECTION:
4 in 2008 (3 non-injury, 1 injury)	
1 in Feb.2011. None since then,	per Alesia Hajek (Fremont Police Department.)
ANALYSIS OF TRAFFIC EFFECTS	S: NONE, as this property has had a business
operating there for several years.	Dova Droeller

David Goedeken P.E., Director of Public Works





LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE: 8/05/14

DUE DATE: 8/07/14

IS (xx) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED -- NOTIFY THE MUNICIPAL CLERK'S OFFICE

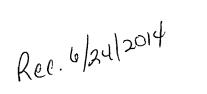
AND RETURN THIS FORM

GENERAL INFORMATION:
APPLICANT: A Final Take, LLC The Gathering Hall
LOCATION: 750 N Clarmar. Fremont, NE. 68025
REQUESTED LICENSE OR ACTION: Class CK liquor license
ANNEXATION DATE:
ORDINANCE NUMBER:
EXISTING ZONING: CC (Community Commercial)
EXISTING LAND USE:Commercial
ADJACENT LAND USE AND ZONING:
NORTH: R-1 (Single Family Residential)
SOUTH: CC (Community Commercial)
EAST: R-4 (High Density Residential)
WEST: R-1 (Single Family Residential)
GENERAL NEIGHBORHOOD/AREA LAND USES: Commercial / High Density Residential / Single Family
Residential. Residential/Community Commercial.
ANALYSIS OF NEIGHBORHOOD EFFECTS: NONE. Will be operating within the Community Commercial Zoning.
SIGNED: Justin Zetterman P.E. City Engineer, Interim Planning Director.
buotin Zetterman i .E. Oity Engineer, interim i laming Director.

APPLICATION FOR LIQUOR LICENSE RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571

FAX: (402) 471-2814 Website: www.lcc.ne.gov/



Ш	TAIL LI	CENSE(S)	Submit \$400 Non Refundable Application Fee
	A B C D I AB AD IB	BEER, WINE, DIST BEER, WINE, DIST BEER, ON AND OF BEER ON SALE OF BEER, WINE, DIST	ONLY TILLED SPIRTS, ON AND OFF SALE TILLED SPIRITS, OFF SALE ONLY TILLED SPIRITS, ON SALE ONLY
√ ×	Class	_	quires catering application form 106) \$100.00 will be assessed at city/village or county level when license is issued
LIC	CENSE Y		
All	other licer	e term runs from Nove ses run from May 1 – se (K) expires same as	
		DE OF LICENSE	FOR WHICH YOU ARE APPLYING
CH (CI	IECK TY HECK O	NLY ONE)	and the second
CH (CI	Indivi Partno Corpo	NLY ONE) dual License (requires ership License (requires orate License (requires	insert form 1- form number 104) s insert form 2- form number 105) insert form 3a & 3c- form number 101 and 103) (LLC) (requires form 3b & 3c- form number 102 and 103)
(CI	Indivi Partno Corpo Limit	dual License (requiresership License (requiresership License (requireserste License (requiresers Liability Company	insert form 1- form number 104) s insert form 2- form number 105) insert form 3a & 3c- form number 101 and 103)

PREMISE INFORMATION Trade Name (doing business as) The	e Gathering Social hall	
Street Address #1 750 N. Clarmar	1	
Street Address #2		
City Fremont	County Dodge	Zip Code 68025
Premise Telephone number 402-727	'-7799	
Business e-mail address video@aifna	altake.com	
Is this location inside the city/villa	age corporate limits:	(x,y) \square NO
Mailing address (where you want	to receive mail from the Commission)	
Name_Kate Rudloff		
Street Address #1 14935 M Street		
Street Address #2		
City Omaha	State NE	Zip Code_68137
READ CAREFULLY In the space provided or on an atta area, sales areas and areas where covered by the license, you must s	consumption or sales of alcohol will take	should include storage areas, basement, outdoor place. If only a portion of the building is to be the licensed area as well as the dimensions of the
**For on premise consumption lic	quor licenses minimum standards must be met by	y providing at least two restrooms
Building: length 40 Is there a basement to be licens Is there an outdoor area? Yes X		x width 90 in feet 125 in feet
PROVIDE DIAGRAM OF AREA TO	O BE LICENSED BELOW OR ATTACH SEPA	ARATE SHEET
		SECTIVED

see attached diagram

MEDELVE

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

means resolut convice each in signing	yone whany charion. Incestion or produced this appropriate of the YES	o is a party to thinge alleging a felolude traffic violatilea. Also list any 's name. The collication.	s application, or tony, misdemeanorions. List the natocharges pending	heir spouse, EVER r, violation of a fed ture of the charge, at the time of this a e notified of any a	leral or state law; a violat where the charge occurred application. If more than	§53-125(5) ad guilty to any charge. Charge ion of a local law, ordinance or d and the year and month of the one party, please list charges by that may occur after the date of
	Name of	Applicant	Date of	Where	Description of Charge	Disposition
		11	Conviction	Convicted		
			(mm/yyyy)	(city & state)		
1			1			
						CHO, PAGE AND COMPANY
	· ·					RECEIVED
						IUN O 4 2044
					100	JUN 2 4 2014
					N	EBRASKA LIQUOR
					CON	TROL COMMISSION
	X If yes,	YES give name of but	of a current retail NO siness and liquor ligates agreement and being purchase	Th		Hall, LLC 086268 w many - not purchasira sellers liquo
\	c) Sub	mit a list of the fu	irniture, fixtures a	nd equipment		sellers light
				usiness within the l		
V		YES	× NO			
	If yes,	give name and li	cense number			
4. Аг	e you fili	ng a temporary o	perating permit to	operate during the	application process?	
		YES	× NO			
	If yes: a) Att b) TO	ach temporary op P will only be ac	erating permit (Tocepted at a location	OP) (form 125) on that currently hole	lds a valid liquor license.	

5. Ar	re you bo	orrowing a	ny money from	any sour	ce, including fan	nily or friends, to estab	olish and/or operate the business?
1	×	YES		NO			
	If yes	, list the le	ender(s) Pinna	acle Ba	ank, with SE	BA	
6. W						share of the profits of	this business?
		YES	×	NO			RECEIVED
	If yes	, explain.	(All involved p	ersons m	ust be disclosed	on application)	JUN 2 4 2014
N .	ilent pa		ture, fixtures an	d equipm	ent to be used in	this business be owner	NEBRASKA LIQUOR CONTROL COMMISSION d by others?
y `	X	YES	a	NO			
	If ves	. list such	item(s) and the	owner. \(\)	Tishwasher	-omegachen	nical Pop Guns -
	ans, their	r wives, ar YES	nd children, or v	within 300 NO) feet of a college	e or university campus	aged or indigent persons or for Sext? Place of the premises (Neb. Rev. Stat.
9. Is	anyone	listed on t	his application	a law enfo	orcement officer	?	
\.		YES	x	NO			
	If yes	s, list the p	erson, the law	enforceme	ent agency involv	ved and the person's ex	xact duties
7	a) Li	st the indiv	vidual(s) who w	ill be aut	ution (branch if a horized to write o	applicable) to be utilize checks and/or withdray	ed by the business wals on accounts at this institution.
Inclu	ide licen iously he	se holder i	esent liquor lice name, location o	enses held of license	l in Nebraska or a and license num	any other state by any ber. Also list reason for	person named in this application. or termination of any license(s)

2. List the alcohol related training as equired are listed as followed:			8 4 1 - 4 4 1 - 1 1 1 4 4 -
equired are listed as followed: a) Individual, applicant only (
b) Partnership, all partners (no			JUN 2 4 2014
c) Corporation, manager only		on form 3c	JUN 2 4 2014
d) Limited Liability Company	, manager only (no s	pouse) as listed on form 3c	NEBRASKA LIQ
ILCC certified training program com	pleted:		CONTROL COMM
Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course	
Joel Rudloff	06/2014	SureSell Nebraska Al	cohol Server Training
Kate Rudloff	06/2014	SureSell Nebraska Al	cohol Server Training
or list of NLCC certified training progra	ms see: www.lcc.ne.gc	ov/traininginfo.html	
xperience:			MATERIAL STATE OF THE STATE OF
Applicant Name/Job Title	Date of Employment:	Name & Location of Business	
Kate Rudloff/server	2000-2002	Gringo's Fi	remont, NE
		1	
ubmit a copy of the lease covering th	e entire license year.	Documents must show title or	r lease held in name of
ubmit a copy of the lease covering the pplicant as owner or lessee in the Lease: expiration date	e entire license year. ne individual(s) or	Documents must show title or corporate name for which the	r lease held in name of
ubmit a copy of the lease covering the pplicant as owner or lessee in the Lease: expiration date Deed Purchase Agreement 4. When do you intend to open for the lease covering the properties of the properties of the lease covering the properties of the properties of the lease covering the properties of the properties of the lease covering the properties of the properties of the lease covering the properties of the properties of the lease covering the properties of	ne individual(s) or output of the contract of	Documents must show title or corporate name for which the	r lease held in name of
ubmit a copy of the lease covering the pplicant as owner or lessee in the Lease: expiration date Deed Purchase Agreement 4. When do you intend to open for the What will be the main nature of the purchase o	ne individual(s) or business? August Social/	Documents must show title or corporate name for which the 1, 2014 Banquet hall	r lease held in name of application is being filed.
ubmit a copy of the lease covering the pplicant as owner or lessee in the Lease: expiration date Deed Purchase Agreement 4. When do you intend to open for the St. What will be the main nature of the purchase of the st.	ne individual(s) or business? August Social/	Documents must show title or corporate name for which the 1, 2014 Banquet hall	r lease held in name of application is being filed.
Lease: expiration date Deed Purchase Agreement When do you intend to open for the the the the main nature of the the the the the anticipated hours of the	e entire license year. ne individual(s) or ousiness? Social/ operation? for ev	Documents must show title or corporate name for which the 1, 2014 Banquet hall rents and meetings or	r lease held in name of application is being filed.
Lease: expiration date Deed Purchase Agreement When do you intend to open for the the the main nature of the the the the main residence of the the the the principal residence of the the the the principal residence of the	ne entire license year. ne individual(s) or pusiness? Social/ pusiness? for everthe past 10 years for	Documents must show title or corporate name for which the 1, 2014 Banquet hall rents and meetings or	r lease held in name of application is being filed. nly ge 8, including spouses.
Lease: expiration date Deed Purchase Agreement When do you intend to open for the the the main nature of the the the the main nature of the	ne entire license year. ne individual(s) or business? Social/ operation? The past 10 years for THE PAST 10 YEAR YEAR	Documents must show title or corporate name for which the 1, 2014 Banquet hall rents and meetings or all persons required to sign on page	r lease held in name of application is being filed. nly ge 8, including spouses.
Lease: expiration date Deed Purchase Agreement When do you intend to open for the the the main nature of the the the the main residence of the the the the principal residence of the the the the principal residence of the	business? Social/ Coperation? THE PAST 10 YEAR FROM Proper and	Documents must show title or corporate name for which the 1, 2014 Banquet hall ents and meetings or all persons required to sign on pages, APPLICANT AND SPOUSE MUSE.	r lease held in name of application is being filed. The set of th
Lease: expiration date Deed Purchase Agreement When do you intend to open for the the the main nature of the the the the main nature of the	e entire license year. ne individual(s) or business? Social/ coperation? The PAST 10 YEAR FROM 1 2006 20	Documents must show title or corporate name for which the 1, 2014 Banquet hall rents and meetings or all persons required to sign on pages, APPLICANT AND SPOUSE MUSTON SPOUSE: CITY & STATE	r lease held in name of application is being filed. DIY ge 8, including spouses. UST COMPLETE FROM YEAR TO
Lease: expiration date	ne individual(s) or Dousiness? August Dousiness? Social/ Coperation? The PAST 10 YEAR FROM 1 2006 2005 20	Documents must show title or corporate name for which the corporate name f	r lease held in name of application is being filed. DIY ge 8, including spouses. UST COMPLETE FROM YEAR TO
Deed Purchase Agreement 4. When do you intend to open for the second se	ne individual(s) or Dousiness? August Dousiness? Social/ Coperation? The PAST 10 YEAR FROM 1 2006 2 2005 2	Documents must show title or corporate name for which the corporate name f	r lease held in name of application is being filed. DIY ge 8, including spouses. UST COMPLETE FROM YEAR TO

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

^	
Signature	Signature
Hote Rudloff Print Name	Joel Rydloff Print Name
Signature of Spouse	Signature of Spouse
Print Name	Print Name
ACKNOWLE	DGEMENT
State of Nebraska	
	ne foregoing instrument was acknowledged before me this
19 June 2014 by 500	name of person(s) acknowledged (individual(s) signing)
date	name of person(s) acknowledged (individual(s) signing)
Notary Public Signature	GENERAL NOTARY - State of Nebraska NATHAN A RUMP My Comm. Exp. March 22, 2017

JUN 2 4 2014

RECEIVED

NEBRASKA LIQUOR
CONTROL COMMISSION FORM 100
REV 12/2013

APPLICATION FOR CATERING (K) TO LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814

Website: www.lcc.ne.gov

Office Use

RECEIVED

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

Include application fee of \$100

(Check payable to Liquor Control Commission or pay online through PayPort found on our homepage)
LIQUOR LICENSE #CLASS TYPE CK
LICENSEE NAME A Final Take, LLC
TRADE NAME The Gathering Social Hall
PREMISE ADDRESS 750 N. Clarmar
CITY Fremont, NE U8025
CONTACT PERSON Hote Rudloff
PHONE NUMBER OF CONTACT PERSON 402-672-0142
EMAIL ADDRESS OF CONTACT PERSON Video @ afinaltake.com

- Copy of this application will be forwarded to your local governing body for recommendation per Neb. Rev. Stat. §53-134(7), after receipt of recommendation there is a 10 day holding period for any citizen protests
- Processing may take approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission
- The holder of a catering license may deliver, sell, or dispense alcoholic liquor, including beer, for consumption at premises designed in a special designed license (SDL) issued pursuant to section §53-124.11
- SDL must be applied for and received 10 working days prior to the day of each event
- A holder of a catering license shall not cater an event unless such licensee receives a SDL
- SDL application form 108 may be found at this link: http://www.lcc.nebraska.gov/LicensingForms/108%20SDL%206-2013a.pdf
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license Rules and Regulations Chapter 2-013.06
- Renewal fee is \$100 payable at time of underlying liquor license

Office use only	
PAYMENT TYPE	BARCODE
AMOUNT:	to V Suit Suit de
RECEIVED:	
RECEIPT#	
W	

FORM 106 REV 4/2014 Page 1 of 2 Signature of Licensee

RECEIVED

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

by Hote Rudoff

name of person acknowledged signing document

Notary Public Signature

Affix Seal

GENERAL NOTARY - State of Nebraska
NATHAN A RUMP
My Comm. Exp. March 22, 2017

ť.

MANAGER APPLICATION INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046

PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: <u>www.lcc.ne.gov</u>

Office Use	į.
	RECEIVED
	JUN 2 4 2014
	NEBRASKA LIQUOR CONTROL COMMISSION

MU	JST	BE:

- Citizen of the United States. <u>Include copy of US birth certificate, naturalization paper or current US passport</u>
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.
- ✓ 21 years of age or older

Corporation/LLC information	
Name of Corporation/LLC: A Final Take, LL	<u>.C</u>
Premise information	
Liquor License Number: (if new application leave blank)	Class Type
Premise Trade Name/DBA: The Gathering	Social Hall
Premise Street Address: 750 N. Clarma	Υ
City: Fremont County:	DodgeZip Code: 68025_
Premise Phone Number: 402-672-0142	
Email address: Video Oafinal take com	

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must l	be completed	below I	PLEASE PRINT CLEARLY	ورستان التراث الراسات التراسات	neg, staynar gent in the second second
Last Name: Rudloff Home Address (include PO Box		F	First Name: Kote	MI:	<u>L</u>
			: Douglas zip Coo	le: <u>68137</u>	
Home Phone Number: 402-6			-		
Social Security Number:		1	Drivers License Number & Stat	e:	Į.
Date Of Birth: 04/06/83	3	Place	Of Birth: Fremont, NE		
Email address: Videola					
			10terreg, Sign		
Spouse's information Spouses Last Name: Rudic	ageneen een eer verste en verste verste Verste verste ver	g ggagggagan men en e	First Name: Tool	MI:	
**************************************	ageneen een eer verste en verste verste Verste verste ver		energy group and a second control of the second	ganggang pagangan pagan sa mang pagan pagangganggan Banggang paganggang paganggang pagangganggang pagangganggang	M
Spouses Last Name: Rudic	ageneen een eer verste en verste verste Verste verste ver	_ Driv	First Name: 500	MI:	
Spouses Last Name: Rudic	tt	_ Driv	First Name: Tellowers License Number & State: Place Of Birth: Omaha, A	MI:	YEAR TO
Spouses Last Name: Rudic Social Security Number: Date Of Birth: CS/08/87 APPLICANT & SPOUSE MU APPLICANT CITY & STATE	yEAR	_ Driv	First Name: State: vers License Number & State: Place Of Birth: Orana, A E(S) FOR THE PAST TEN (1 SPOUSE	MI: JE 10) YEARS	YEAR
Spouses Last Name: Rudic Social Security Number: Date Of Birth: CS/08/87 APPLICANT & SPOUSE MU APPLICANT	UST LIST RE YEAR FROM	Driv SIDENC YEAR TO	First Name: Tool vers License Number & State: Place Of Birth: Omana, A E(S) FOR THE PAST TEN (1 SPOUSE CITY & STATE	MI: JE IO) YEARS YEAR FROM	YEAR TO
Spouses Last Name: Rudic Social Security Number: Date Of Birth: CS/08/87 APPLICANT & SPOUSE MU APPLICANT CITY & STATE Fremort, WE	YEAR FROM	Drive SIDENC YEAR TO 2007	First Name: Tool vers License Number & State: Place Of Birth: Omana, A E(S) FOR THE PAST TEN (1 SPOUSE CITY & STATE	MI: JE IO) YEARS YEAR FROM	YEAR TO

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

Form 103 Rev 9/2013 Page **3** of **6**

YE FROM	AR TO	NAME	OF EMPLOY	ER NAM	E OF S	UPERVISOR	TELEPHONE NUMBER
P000	Current	Aleger	nt Health	Ste	r t	louston	402-343-4331
	2009		te music			mball	4CQ-339-3535
M pa Has anyor Charge mordinance conviction charges by	Iust be control of the control of th	party to this harge alleging ion. List the Also list any vidual's name	s application, or to g a felony, misde e nature of the of charges pending e.	their spouse, EV meanor, violation charge, where	ER been of a fee the charge	s spouse has file n convicted of or pederal or state law- ge occurred and the	ed an affidavit of nor oblead guilty to any charge a violation of a local law he year and month of the than one party, please limited.
f yes, plo	-	iin below or	nO attach a separat Date of Conviction	where		Description of	Disposition
INai	ne of Appl	Icant	(mm/yyyy)	(City & Stat	e)	Charge	Disposition
						· ·	
						Part Part Part Part Part Part Part Part	
						11.14	The same of the sa
						JUI	7 7 2014
						NEBRA	S (A LIQUOP
					:	CONTROL	- COMMISSION
a [ny other s □YES	tate?	use ever been ap		le appli	cation for a liquo	or license in Nebraska

XYES

□NO

Form 103 Rev 9/2013 Page 4 of 6

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate
Kate Rudloff	06/2014	Sure Sell Nebraskaseruer trainli
Joel Rudloff	06/2014	SureSell Nebraskaserver training
*For list of NLCC (Certified Training P	rograms see www.lcc.ne.gov/traininginfo.html
perience:		
Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kate Rudloff/server	2000-2002	Gringo's Fremont, NE
		RECEIVED
		JUN 2 4 2014
		NEBRASKA LIQU CONTROL GOMMIS
Have you analoged the requ	ired fingernrint	cards and PROPER FEES with this application?
(Check or money order made	ie payable to the	Nebraska State Patrol for \$38.00 per person)
XYES \(\square\)NO	orint	s Submitted with payport

List the alcohol related training and/or experience (when and where) of the person making application.

4.

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in

this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Doglas

The foregoing instrument was acknowledged before me this

by Suel Flate Rulloff

name of person acknowledged

Affix Seal

Notary Public signature

Affix Seal

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

JUN 2 4 2014

importantificsace: Inyou have recantly moved, please use the Rolling Race feature, Locate Your Rolling Place, with the street and city address of your new current residence POLLING PROVISIONAL ABSENTEE **ELGISTRATION** HOME Select Language ✓ BALLOT

BALLOT

Registrant Search Information

ENFORMATION

Registrant Detail

Name:

Joe! M Rudioff

Party:

Republican

Polling Place:

Southwest Church of the Nazarene

14808 "Q" Street Worship Area:

::::: HNDCP. USE MAIN SOUTH ENTRANCE

PLACE

Omaha, NE 68137

RECEIVED

JUN 2 4 2014

NEBRASKA LIQUOR

Districts

CONTROL COMMISSION

DISTRICT NAME Millard Public Schools Metro Com College Dist 1 U.S. Congressional District 2 Appeals Court Judge Dist 4 County Judge Dist 4 District Judge, Dist 4 Juv Crt Judge, Douglas Co. Supreme Court Judge Dist 4 Legislative District 31 Papio NRD SubD 9 **PSC District 3**

Board of Regents District 2

ESU 3 District 6

Omaha City Council Ward 5

County Commissioner Dist 06

Metropolitan Utilities Dist

Mayor of Omaha

State Board of Education Dist2

Learning Community 1 - Dist 4

Omaha Public Power Subd 8

DISTRICT TYPE

School District

Community College District U.S. Congressional District Judge of Appeals Court Dist. Judge of County Court Dist. Judge of Distict Court Dist. Judge of Juvenile Court Judge of Supreme Court Dist. Legislative District

Natural Resources District **Public Service Comm District Board of Regents**

ESU District City Council (Ward)

County Board (Commiss./Superv)

Utilities District

Mayor

State Board of Education

Learning Community Coordinating Council

Public Power District

Registration Information Polling Place Provisional Ballot Absentee Ballot

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® Voter View 2.6.1075.0

SureSellNow Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

Joel Rudloff

has met all training requirements and successfully completed the following course and/or exam.

SureSell Nebraska Alcohol Server Training

Completion Date: June 18, 2014 Expiration Date: June 17, 2017

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

Authorized Signature

Diversys Learning, Inc. 1101 Arrow Point Drive, Suite 302 Cedar Park, TX 78613

SureSellNow.com

JUN 2 4 2014

NEBRASKA LIQUOR
CONTROL COMMISSION



Select Language ∨

potian(Message you have re-enfly moved) please used no Polling Place (eature: Locate Your Polling (Place) with the street and city address of your new eurrent residence) PROVISIONAL ABSENTEE RECISTRATION POLLING

BALLOT

Registrant Search Information

INFORMATION

Registrant Detail

HOME

Name:

Kate L Rudloff

Party:

Republican

Polling Place:

Southwest Church of the Nazarene 14808 "Q" Street

Worship Area:

::::: HNDCP. USE MAIN SOUTH ENTRANCE

PLACE

Omaha, NE 68137

RECEIVED

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

Districts

DISTRICT NAME

Millard Public Schools Metro Com College Dist 1 U.S. Congressional District 2 Appeals Court Judge Dist 4 County Judge Dist 4 District Judge, Dist 4 Juv Crt Judge, Douglas Co. Supreme Court Judge Dist 4

Legislative District 31 Papio NRD SubD 9 **PSC District 3**

Board of Regents District 2 ESU 3 District 6

Omaha City Council Ward 5

County Commissioner Dist 06 Metropolitan Utilities Dist

Mayor of Omaha

State Board of Education Dist2

Learning Community 1 - Dist 4

Omaha Public Power Subd 8

DISTRICT TYPE

School District

Community College District U.S. Congressional District Judge of Appeals Court Dist. Judge of County Court Dist. Judge of Distict Court Dist. Judge of Juvenile Court Judge of Supreme Court Dist.

Legislative District

Natural Resources District Public Service Comm District

Board of Regents **ESU District** City Council (Ward)

County Board (Commiss./Superv)

Utilities District

Mayor

State Board of Education

Learning Community Coordinating Council

Public Power District

Registration Information Polling Place Provisional Ballot Absentee Ballot

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© Voter View 2.6.1075.0



SureSellNow Responsible Alcohol Server Certification

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Kate Rudloff

has met all training requirements and successfully completed the following course and/or exam.

SureSell Nebraska Alcohol Server Training

Completion Date: June 18, 2014 Expiration Date: June 17, 2017

This course is approved by the Nebraska Liquor Control Commission (LCC). This training complies with all standards under Title 237 of Nebraska State Law.

Authorized Signature

CONTROL COMMISSION Diversys Learning, Inc. 1101 Arrow Point Drive, Suite 302 Cedar Park, TX 78613

SureSellNow.com

DECENSED.



APPLICATION FOR LIQUOR LICENSE LIMITED LIABILITY COMPANY (LLC) INSERT - FORM 3b

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046

PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: <u>www.lcc.ne.gov</u> Office Use

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NEBRASKA LIQUOR

CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

	submitted)							
<u></u>	Attach copy of Articles of Organization (Articles multiple) Name of Registered Agent: Joel Rudloff	st show barcode receipt l	by Secretary of States office)					
			• 1 1 1 1 6 6 6 7 1 1 1 1 1 1 1 1 1 1 1 1					
٤	Name of Limited Liability Company that will hold license as listed on the Articles of Organization A Final Take, LLC							
	LLC Address: 14935 M Street							
	City: Omaha	State: NE	_Zip Code: 68137					
	LLC Phone Number: 402-965-1824	LLC Fax Number						
	Name of Managing/Contact Member Name and information of contact member must be li							
V	Last Name: Rudloff	First Name: Kate	MI:					
	Home Address: 14935 M Street	City:)maha					
,	State: NE Zip Code: 68137	Home Phone Number	er: 402-672-0142					
	XXX	anaging/Contact Member						
		OWLEDGEMENT						
	State of Nebraska County of Dovg las 19 Sune 2014 by Date	he foregoing instrument was act Late Rolloff name of person acknow						
	WAY	Affix Seal	NERAL NOTARY - State of Nebraska NATHAN A RUMP My Comm. Exp. March 22, 2017					

List names of all members and their spouses (even	if a spousal affidavit has been su	bmitted)	707
Last Name: Rudloff	First Name: Kate	MI:	Passport Werry
Social Security Number:_	Date of Birth: 64/	36/1983	Wto
Spouse Full Name (indicate N/A if single): 50e	1 Matthew Rudk	 	439
Spouse Social Security Number:_	Date of Birth: <u>O</u>	6/08/1987	
Percentage of member ownership 51%			
Last Name: Rudloff	First Name: Sel	MI:	por reg
Social Security Number:	Date of Birth: <u>66/</u> 0	28/1987	ofer reg
Spouse Full Name (indicate N/A if single): Kat	e Lynn Rudloff		Vo april
	Date of Birth: <u>O</u>	4/06/1983	310
Percentage of member ownership 49%			
Last Name:	First Name:	MI:	-
Social Security Number:	Date of Birth:	PECE	IVED
Spouse Full Name (indicate NA if single):		JUN 2 4	2014
Spouse Social Security Number:	Date of Birth:	NEBRASKA	,
Percentage of member ownership		CONTROLCO	MMISSION
Last Name:	First Name:	MI:	-
Social Security Number:	Date of Birth:		
Spouse Full Name (indicate N/A if single):			
Spouse Social Security Number:	Date of Birth:		-
Percentage of member ownership			

Is th	e applying Limited	Liability Company c	ontrolled by another corpora	tion/company?	
	□YES	Mио			
If ye 1) 2) 3)	Controlling corpo	tion zational chart of the	controlling corporation nam gistered with the Nebraska S cation §53-126		of
	cate the company's t		Ending Date:		
Is th	is a Non Profit Corp ☐YES	ooration? NO			
If ye	es, provide the Feder	ral ID #			

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Articles

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New Search Back to Search Results

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Entity Name

\ FINAL TAKE LLC

'rincipal Office Address

DMAHA, NE 68137

.4935 M STREET

JOEL RUDLOFF

#10

2809 S. 179TH PLAZA OMAHA, NE 68130

Registered Agent and Office Address

Designated Office Address

#10 2809 S. 179TH PLAZA **DMAHA, NE 68130**

Nature of Business

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jul 20 2010

Account Status

SOS Account Number

10137584

Active



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Nebraska Secretary of State - John A. Gale

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R Biennial Report Feb 23 2011

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RD Record of Determination

Apr 10 2013

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BR Biennial Report

May 07 2013

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ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

Submit in Duplicate



John A. Gale, Secretary of State Room 1305 State Capitol, P.O. Box 94608 Lincoln, NE 68509 (402) 471-4079 http://www.nol.org/home/SOS/

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Name of Limited Liability Company A Fina	I Take LLC	NICO NICO
		NEBRASKA LII CONTROL COMN
Period of Duration perpetual (may be per	petual)	OOM
Purpose for which the limited liability compa	any is organized	
To engage in any lawful act or activity for which	a limited liability con	pany may be organized
under the Nebraska Limited Liability Company	Act.	
Principal place of business in Nebraska:		
2809 S. 179th Plaza #10	Omaha	NE 68130
Street Address	City	Zip
Name and address of registered agent in Neb	oraska:	
Registered Agent Name: Joel Rudloff	· · · · · · · · · · · · · · · · · · ·	
Address: 2809 S. 179th Plaza #10, Omaha		NE 68130
Street Address	City	Zip
The total amount of cash contributed to state	ed capital of the LLO	\$9,000.00
Description and agreed value of property oth	her than cash contril	outed to stated capital:
Description of Property		Agreed Value
•		

LLC ARTICLES OF ORGANIZATION (Continued)

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made:

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		NEBRASKA LIQUO
	C	ONTROL COMMISS
Members <u>√</u> shall orshall not	have the right to admit additional m	embers (check)
f additional members are allowed the	e terms and conditions of admission:	
Upon the terms and conditions agreed u	ipon by the members and as set forth in	the operating
agreement of the company.		
agreement of the company		:-
Name	Address	
Kate Rudloff	c/o:	
Joel Rudloff	A Final Take LLC	•
	2809 S. 179th Plaza #10	
	2809 S. 179th Plaza #10 Omaha, Nebraska 68130	
`		
``		

Attach additional pages if needed for additional managers or members. If the LLC has more than one class of membership please attach additional pages with the name or description of each class of membership and the names and addresses of the members in each class.

rticles of organization for the limited liability	company;
Only/one signature is required additional person	ons may sign: RECEIVED
	JUN 2 4 2014
ignature egalZoom.com, Inc. (Organizer) by: Karla Figueroa, Authorized Officer	Signature NEBRASKA LIQUO
rinted Name	Printed Name CONTROL COMMISS
도 선생님들이 있습니다. 그 전 함께 하는 말함. 1일 : 이 기술은 일이 없는 것이 되었습니다.	
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Mon May 19 4

STATE OF NEBRASKA LETTER OF GOOD STANDING

JOHN A. GALE **Secretary of State**

Corporate Division Room 1301 State Capitol Lincoln, NE 68509

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May 19, 2014

Kate Rudloff 14935 M Street Omaha, NE 68137 United States of America

NEBRASKA LIQUOR CONTROL COMMISSION

Dear Kate Rudloff

Our records indicate that as of May 19, 2014 at 9:03 AM the corporation known as:

A FINAL TAKE LLC

has registered with the Nebraska Secretary of State's Office and is currently in existence and good standing to do business in the State of Nebraska as of the time and date noted above.

Sincerely,

John A. Gale Secretary of State

Information on this document provided from the records of the Nebraska Secretary of State Office through Nebraska.gov, an instrumentality of the State of Nebraska



Business Plan

for

The Gathering

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NEBRASKA LIQUOR CONTROL COMMISSION

Joel and Kate Rudloff

A Final Take, LLC

14935 M Street

Omaha, NE 68137

402-965-1824

video@afinaltake.com

dj@afinaltake.com

I. Table of Contents

I.	Table of Contents	2
II.	Executive Summary	3
III.	General Company Description	4
IV.	Products and Services	5
V.	Marketing Plan	6
VI.	Operational Plan	12
VII.	Management and Organization	13
VIII.	Personal Financial Statement	14
IX.	Startup Expenses and Capitalization	15
X.	Financial Plan	16



II. Executive Summary

A Final Take, LLC (AFT) was founded on the principles of providing top notch event services at a fair price. We have always focused on customizing every product and service to our client's needs. As a company, AFT has managed to receive awards every year we have been in business because of our great customer service and attention to detail. With nearly 20 years in combined experience in the wedding industry, Kate and Joel are experienced and skilled in not only event management and videography but in sales and client management. Prior to starting AFT, Joel was one of the top selling DJs for the largest DJ company in the nation. Joel has handled logistics and event entertainment at over a thousand weddings. Kate's video production education and experience makes her cinematography some of the best in the Midwest. Together Joel and Kate make the perfect combination of structured professionalism and creativity.

Owning and operating a reception hall would be a perfect fit to our already established services. We could seamlessly add event services to our list of premiere services. In addition, we will also be able to package together multiple or all of our services to give brides and grooms a "one-stop shop" experience that is unavailable anywhere else in the area. This experience is sure to drive brides to our business who are willing to pay even a little extra for the convenience of taking the stressful legwork out of planning their wedding.

If we get approved for the loan, we will use the money to purchase the existing reception hall and take it to the next level. The reception hall is already a beautiful facility with a great deal of potential. We plan to take it to the next level by adding services like in house DJs, event planners, photography, videography, and photobooths. We also plan to do some slight changes to the décor of the building as well as an overhaul of the exterior of the building. The newly put in beer garden is a wonderful addition but we plan on taking it to the next level by adding décor to warm the area. We also plan on adding a photography studio to the basement to be able to provide family, senior, and baby/infant portraits. These additions will not only make the space more functional but greatly increase the profitability of the venue and the business.



III. General Company Description

As a successful mobile DJ and videography service, our company continues to grow by adding more services including atmospheric lighting and rental booths. The next addition would be a reception hall by which we could provide all inclusive reception packages. This service would ease the stress of planning an event by providing a "one-stop shop" for all their event needs.

Mission Statement: At A Final Take, LLC we strive to provide a high attention to detail to make our special events seamless. Just as every film shoot ends with the final perfect take, we believe that every event should have the same precision as the "Final Take".

Company Goals and Objectives: As a company we have been able to maintain the highest level of customer satisfaction, winning us awards every year we have been in business. Our goal is to continue to strive to meet and exceed customer satisfaction to maintain our high customer satisfaction scores.

Target Market: A large amount of emphasis will be on booking weddings for weekend bookings. The wedding industry is a market that we know very well. Weekdays and during off season we will focus on local corporations to hold corporate meetings and events.

Company Strengths: Being a wedding vendor for ten years now, we have a strong background in event management. We are well respected within the wedding industry and maintain a high level of service expectations.

Legal form of ownership: LLC

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IV. Products and Services

- Hall Rental Basic rental of the reception hall. Provides access to facilities, tables, and chairs
 - O Saturday Rental Rate \$650
 - o Friday Rental Rate \$500
 - o Sunday Rental Rate \$300
 - o Monday Thursday Rental Rate \$250
- AV Fees Based on AV needs fees may apply
- Catering Catering for events in reception hall or outside of reception hall. Pricing varies by menu selection. \$12-\$16 per plate plus 20% service charge
- Bar service Only applicable for events held within reception hall. Prices vary based on bar package but \$10 per person plus 20% service charge is a reasonable average
- DJ Service \$450 for events held within reception hall, \$650 for events held outside of reception hall
- Video Service Event videography, pricing varies based on package \$995-\$2950
- Flipbook Booth \$400 per hour, 25% discount on Flipbooks if booked with reception hall
- Photobooth Rental \$275 per hour if booked with reception hall, \$350 per hour for normal rate
- Photography Rates \$300 per hour session
- Decoration Services Full design and decoration service for events at reception hall. Flat consultation fee of \$200, equipment and floral costs plus 20%, and \$30 per up-light

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V. Marketing Plan

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Market research -

According to the Dodge County Courthouse the county processed 311, 317, and 290 marriage licenses each year for the past three years respectively. Within Dodge County there are only 9 reception halls, including The Gathering, that market for holding receptions. Of those halls, no hall offers an all-inclusive, one-stop shop service for receptions. That is a vacancy that can only be filled by a company skilled in all areas of reception management.

Economics

Facts about your industry:

- Dodge County has just under 37,000 people living within the county while the city of Fremont has a
 population of just over 26,000. Fremont is a growing community and holds the fastest growing
 university in the State in Midlands University.
- With a quickly growing student population, Midland students will have a great source for football tailgate parties with the football stadium directly across the street from our facility.
- The previous business plan left out some major opportunities for growth for the reception hall. With a lacking of reception halls in the Dodge County area, many brides and grooms travel to Omaha, Lincoln, or Westpoint to hold their receptions. With only 9 reception halls, it would be very easy to capture even ten percent of the wedding market. This alone would add an additional 30+ events to the books a year with an estimated increase in sales by \$135,000 a year. In addition, we can add additional services like DJ, Video, and Photobooth to increase sales even more.
- How could the following affect your company?
 - Change in the economy
 - Historically in our business we have seen that even in times of trial, people continued to get married and hold receptions. During the most recent recession wedding vendors noticed clients picking less expensive options but still continued to book comparable number of weddings.
 - o Change in your industry
 - Over the past five years a growing trend has been brides doing more do it yourself projects when it comes to their weddings. The major staples like hall rental, catering, and photography have not seen a major hit from this trend mostly because these items are much more difficult to accomplish.

Product

As a previous bride and groom, we understand the stress and anxiety that often goes along with planning a wedding. One of the things that would have made wedding planning much easier is the ability to

Page 7 of 16

JUN 2 4 2014

NEBRASKA LIQUOR CONTROL COMMISSION

go to one company who could package the majority of reception plans all together. The ability to customize your menu, music, decorations, bar, and coordinating without having to go to five different companies would alleviate a great deal of stress and make the entire experience more enjoyable. Even if the services were slightly more expensive than other services, the luxury of having all the services in one place would make it all worth it. Especially coming from a company that specialized in a personalized approach and attention to detail, the reception will go off without a hitch.

Features and Benefits

Catering

- O A high quality menu that is customized to your liking and produced by a trained chef.
- o Pricing that is fair and can be customized to fit most budgets.
- o All food prepared and cooked on site for the freshest and finest of culinary delight.

• Hall Rental and Management

- O A clean and beautiful venue that can be transformed to fit your atmospheric needs.
- O Staff that is well trained in event management with over 10 years in experience.
- o Knowledge base to manage any situation.

Bar Service

- o Trained bartenders capable of mixing a large variety of drinks for your guests.
- O Stress free pricing that takes the worry out of the bar tab running out.
- o Pricing options to fit most budgets.

DJ Service

- o Well trained and talented DJs who not only play the right music but act as MC to ensure the entire night flows smoothly and keeps the correct tone.
- o DJ Service can be booked at any venue, not just our venue.
- o Multiple DJ personalities available to fit your liking.

Video Service

- O State of the art video equipment with a highly trained team of videographers and video production artists.
- o Journalistic approach to capturing every moment of your ceremony and reception.
- o Many video packages available to meet you video needs and most budgets.

Photography

- O Event photography to capture every fun moment.
- o Family portraits in a fun atmosphere at our venue or on location in one of the many areas around Fremont.

Decoration and Up-lighting Services

- o Floral design and full room decoration to fit any theme or decoration dream.
- O Up-lighting to fit any color-scheme and desired result.

- Ceremony Services
 - Wedding ceremony services including music, logistical planning, and event minister services if needed.

Customers

- 21-35 year old
- Female
- Dodge County and surrounding areas
- Average income above \$20,000
- Recently engaged or planning to get engaged

or

- Local Small Businesses
- In or around the Fremont area
- Corporate retreats, presentations, awards banquets, and holiday parties

Competition

- 1. Fremont Opera House
- 2. Christiansen Field
- 3. Fremont City Auditorium
- 4. Clarion Inn
- 5. Midland University
- 6. Fremont Golf Club
- 7. Hooper Auditorium
- 8. Scribner Mohr Auditorium
- 9. Calvin Crest

These direct competitors all lack one major feature, the ability to provide a full service reception. The closest would be the Fremont Golf Club and Clarion Inn for their ability to provide tables, linens, and catering. Beyond that though, they cannot provide any of the additional services that we are able to provide. This truly puts us a step above all of our competition.

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The Indirect competition would be places like Rivercrest, the lake sites, family homes, and other non-traditional reception sites. These places would not be in direct competition because the brides and grooms going for these options either don't want to have the big reception or don't have the money to have a reception.

Niche

Our company's niche is the bride looking for a smaller reception site that provides an all-inclusive packaging.

Promotion

The first and foremost way we will get the word out to our target audience is through Bridal Shows, Bridal magazines like Nebraska Wedding Day, the Fremont Tribune, and by using our existing lines of communication with other vendors.

Advertising: We plan on using the Fremont Tribune as a primary source of marketing to the local community. We also plan on attending the yearly Tribune bridal show to market to the very direct target market.

The Wedding Industry's best and cheapest form of advertisement has always been word of mouth. Unfortunately this is difficult to accomplish organically in the very early stages of starting out. However, by providing brides and grooms with monetary incentive for spreading the word about our services we can stimulate word of mouth activity.

Our business must portray the image of a professional, well managed business that puts clients at ease.

Promotional Budget

We plan on spending around \$3000 yearly on promotions and advertising.

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Pricing

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Saturday Rental Rate - \$650 Friday Rental Rate - \$500 Sunday Rental Rate - \$300 NEBRASKA LIQUOR CONTROL COMMISSION

Monday - Thursday Rental Rate - \$250

Catering Rates - \$12-\$16 per plate plus 20% service charge

Bar Rates – varies plus 20% service charge (\$10 per person a good average)

DJ Rate - \$650 for a 5 hour event (or \$500 with rental hall)

Video Rate - \$995-\$2950 depending on package

Flipbooks Booth - \$400 per hour (or \$300 per hour with rental hall)

Photobooth - \$350 per hour (or \$275 per hour with renal hall)

Photography Rates - \$300 per hour session

Decoration Service Rates – Flat consultation fee of \$200, equipment and floral costs plus 20%, and \$30 per up-light

Sales Forcast

The Gathering Hall - Anticipated Monthly Profit/Loss based on August 2014								
Expenses				Revenue				
Loan	\$	1,500.00		Weekend Rental Fees	\$	1,950.00		
Utilities	\$	1,000.00		Weekday rental Fees	\$	750.00		
Insurance	\$	250.00		Weekend Catering	\$	2,400.00		
Taxes	\$	340.00		Weekday Catering	\$	1,600.00		
Payroll	\$	3,000.00		Weekend Bar	\$	2,000.00		
Food & Beverage Cost	\$	1,800.00		Weekend DJ	\$	650.00		
Dishwasher Lease	\$	100.00		Decoration Fees	\$	800.00		
Cable	\$	80.00		Photography Fees	\$	800.00		
Bank Fees	\$	400.00		Photobooth Rentals	\$	400.00		
Marketing Fees	\$	400.00						

Monthly Expenses		8,870.00	Monthly Revenue	11,350.00
:	in the second se		* 5	
			Total Monthly Profit	

Anticipated Profit and Loss for end of 2014 (August - December)

The Gathering Hall								
ltem		Expense		Revenue				
Total Monthly Expenses *2014	\$	44,350.00						
Total Monthly Revenue *2014			\$	56,750.00				
Liquor License	\$	800.00						
Fire Prevention system	\$	200.00						
other maintenance	\$	500.00						
Security System	\$	750.00						

Total	\$	46,600.00	\$	56,750.00				
Total anticipated profit *2014			\$	10,150.00				

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VI. Operational Plan

As an addition onto our current successful business, we will incorporate our new services and reception hall into our current business practices. The day to day operations will be managed by Kate Rudloff. The current staff will be incorporated into the new ownership on a case by case basis, giving everyone the option to stay on in one capacity or another based on need. Hours of operation will be on an appointment only basis.

Legal Environment

- The Gathering will be included under our already formed LLC
- Catering License and Liquor License
- All chemicals must be in OSHA approved containers and corresponding MSDS forms on hand
- A Final Take, LLC is already set up for sales tax and will continue to pay sales tax on all taxable sales
- Liability insurance, workers compensation insurance, and insurance on all equipment

Personnel

- 5-6 employees
- Unskilled labor and professional
- Existing staff will remain in place unless unwilling to remain working with the new ownership or found to not be a good fit to the direction of the business.
- Bar staff and wait staff will be paid minimum wage plus tips
- The chef will be paid \$12 per hour
- The event manager will be paid \$12 per hour

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VII. Management and Organization

Kate Rudloff will manage the day to day operations of the business. She has eight years of experience in sales and client management within the wedding industry. She also has over ten years of experience in both food service and beverage service. She has also been managing the day to day operations of A Final Take, LLC for the past four years. She is more than qualified to manage the day to day operations. In the event she is unable to continue her functions, Joel Rudloff will take over the day to day operations. With over ten years of experience in the wedding industry and four years of running A Final Take, LLC; Joel is also qualified to run the day to day operations.

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VIII. Personal Financial Statement

Personal Financial Statement April 9, 2014									
Asse	Liabilities								
Total of Accounts	\$	4,430.00	total credit card debt	\$	8,973.18				
House	\$	130,000.00	Home Loan	\$	104,280.05				
Ford Escape	\$	21,000.00	Car Loan - Ford Escape	\$	16,689.67				
Dodge Caliber	\$	6,500.00	Car Loan - Dodge Caliber	\$	5,067.40				
AFT equiptment	\$	40,000.00	Total Student loan debt	\$	76,673.57				
A/R 2014	\$	48,713.00	Bill Me Later	\$	5,036.17				
AFT Goodwill	\$	40,000.00	Business Loan	\$	1,770.79				
Home Furnishings	\$	32,000.00	Medical Bills	\$	1,473.76				
Salaries	\$	50,000.00							
Life Insurance Police	\$	250,000.00							
Total Assets	\$	622,643.00	Total Liabilities	\$	219,964.59				

Total Value 402,678.41

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IX. Startup Expenses and Capitalization

The Gathering Capital Investment						
Item	Amount					
Purchase of The Gathering	\$	225,000.00				
Licenses and Legal Fees	\$	15,000.00				
Advertising	\$	3,000.00				
Initial Inventory for bar	\$	20,000.00				
AV Equipment upgrades	\$	10,000.00				
Décor, paint, and repairs	\$	2,500.00				
Photography studio add on in basement	\$	12,000.00				
Contingency Plan	\$	15,000.00				

Total Capital Investment \$ 302,500.00



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X. Financial Plan

NEBRASKA LIQUOR CONTROL COMMISSION

The Gathering Ha	11 - /	Anticipated	Monthly	Profit/Loss based on Aug	gust	2014
Expenses	3			Revenue		
Loan	\$	1,500.00		Weekend Rental Fees	\$	1,950.00
Utilities	\$	1,000.00		Weekday rental Fees	\$	750.00
Insurance	\$	250.00		Weekend Catering	\$	2,400.00
Taxes	\$	340.00		Weekday Catering	\$	1,600.00
Payroli	\$	3,000.00		Weekend Bar	\$	2,000.00
Food & Beverage Cost	\$	1,800.00		Weekend DJ	\$	650.00
Dishwasher Lease	\$	100.00		Decoration Fees	\$	800.00
Cable	\$	80.00		Photography Fees	\$	800.00
Bank Fees	\$	400.00		Photobooth Rentals	\$	400.00
Marketing Fees	\$	400.00		:		
Monthly Expenses	\$	8,870.00		Monthly Revenue	\$	11,350.00
			; ;	Total Monthly Profit	\$	2,480.00

Anticipated Profit and Loss for end of 2014 (August - December)

The Gathering Hall								
ltem	Expense		Revenue					
Total Monthly Expenses *2014	\$	44,350.00						
Total Monthly Revenue *2014			\$	56,750.00				
Liquor License	\$	800.00						
Fire Prevention system	\$	200.00						
other maintenance	\$	500.00						
Security System	\$	750.00						
Total	\$	46,600.00	\$	56,750.00				
Total anticipated profit *2014	· ·		\$	10,150.00				

Assets

#2

SCHEDULE 2(A)

PERSONAL PROPERTY

- ALL ROUND TABLES, COCKTAIL TABLES, CHAIRS, BANQUET TABLES,
- FULL KITCHEN INCLUDING BUT NOT LIMITED TO DEEP FRYER, WARMING OVEN, ELECTRIC STOVETOP, GAS STOVETOP, GAS FLAT IRON, GAS GRILL TOP, CONVECTION OVEN, MICROWAVE, ALL FOOD PREP TABLES, REFRIGERATORS, FREEZERS, MISCELLANEOUS COOKWARE, MISCELLANEOUS UTELNSILS, MISCELLANEOUS FOOD STORAGE AND SERVING MATERIALS
- WALK IN COOLER

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- PLACE SETTINGS, PLATES, BOWLS, ETC.

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- SILVERWARE

- GLASSWARE
- TWO FULL BARS, ALL BARWARE, BAR APPLIANCES, BAR SUPPLIES, KEGERATOR, AND SERVICE STATIONS (WITH THE EXCEPTION OF THE TWO SODA DISPENSORS)
- POOL TABLE
- FULL SIZED SHUFFLEBOARD TABLE
- SOUND AND PROJECTION SYSTEM
- ALL MOUNTED TELEVISIONS
- MISCELLANEOUS DECOR AND CENTERPIECES
- MISCELLANEOUS CLEANING UTENSILS AND PRODUCTS (WITH THE EXCEPTION OF THE DISHWASHER)
- MISCELLANEOUS OTHER TOOLS, MATERIALS, APPLIANCES, AND SUPPLIES

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PURCHASE AGREEMENT

NEBRASKA LIQUOR

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as May 17, 2014, by and among A Final Take, LLC, a Nebraska limited liability company ("Purchaser"), and Keith A. Smith and The Gathering Hall, LLC, a Nebraska limited liability company, (hereinafter collectively referred to as "Seller").

applicant

WITNESSETH:

WHEREAS, Keith A. Smith is the owner of real property located at 750 N. Clarmar, Fremont, Nebraska, legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6 and the West 15.07 feet in width of Lot 7, of Weiche's Subdivision, being part of Block 8, Parkview Second Addition, and part of Block 8 of Johnson's Addition, all in the City of Fremont, being all that part of said Weiche's Subdivision lying West of the East margin of Parkview Second Addition, Dodge County, Nebraska.

(The "Real Property").

WHEREAS, Seller owns and operates a reception hall business at the Real Property (such business is hereinafter referred to as the "Business");

WHEREAS, Seller is the owner of certain tangible and intangible personal property used in conjunction with the Business; and

WHEREAS, Purchaser desires to purchase the Real Property and substantially all of the personal property of the Business on the terms and conditions hereinafter set forth, and Seller deems it advisable and in its best interests to sell the same on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. <u>Sale and Purchase of Real Property.</u> Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties contained in this Agreement; at the closing provided for in Section 5, Seller agrees to convey marketable and insurable title to the Real Property to Purchaser by general warranty deed free and clear of all title defects, liens, covenants, conditions, restrictions, encumbrances or special taxes levied or assessed, except those of such items as are accepted in writing by Purchaser prior to closing.
- 2. <u>Sale and Purchase of Assets</u>. Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties contained in this Agreement, at the closing provided for in Section 5, Seller agrees to sell and deliver to Purchaser, free and clear of any lien, charge, claim, security interest, conditional sale agreement, mortgage, indenture, deed of trust, security agreement, pledge, hypothecation, option, restriction, condition or other encumbrance or defect of title of any kind or nature (collectively, "Liens"), and Purchaser agrees to purchase and take possession from Seller, the assets, rights and properties described below relating to the Business (the "Purchased Assets"):

NEBRASKA LIQUOR

- All Personal Property used in connection with the Business, as more particularly set forth on Schedule 2(a) attached hereto (the "Personal Property");
- All existing event bookings as well as any related deposits or prepayments.
- All books and records relating to or used in the Business, including, but not limited to, all books, records, correspondence, files and other information in any way related to the operations of the Business, customers, suppliers or competitors, all sales records, price lists, credit histories, credit reports, personnel records, employee earnings records, customer account records, customer lists, vendor lists and any file, database or compilation containing any such books or records, if any, (excluding, however, Seller's minute book, ownership records, and tax returns and supporting schedules);
 - All miscellaneous supplies and accessories; (d)
- All rights, trademarks, service marks, trade names, telephone numbers, computer software and related software rights and licenses, websites, internet domain names and related registrations and all other intangible property rights or privileges of Seller used by Seller to operate the Business.
- All rights, title and interest of Seller of every kind and nature under any material contract used in the business and expressly assumed by Purchaser, and
- To the extent not otherwise specifically included or excluded by this (g) Section 1, all other assets, rights, claims, causes of action and properties of every kind, character and description, whether tangible or intangible, matured or unmatured, known or unknown, contingent or fixed, and wherever located, to the extent that such assets, rights, claims, causes of action and properties arise out of, are attributable to, or are or have been used customarily in, the conduct of the Business; provided, however, that the following assets are excluded from the sale (hereinafter collectively, the "Excluded Assets"): cash, bank accounts and deposits, notes receivable and accounts receivable all of which shall remain the sole and separate property of Seller; provided, however, in the event any such Excluded Assets represent payments to Seller for services not rendered prior to the Closing Date the amount of such payments shall be credited against the Purchase Price at Closing.

Purchase Price. 3.

- As consideration for the Real Property and the Purchase Price. (a) Purchased Assets, and subject to Seller's satisfaction of the terms and conditions of this Agreement, Purchaser agrees to and shall pay Seller a purchase price of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) (the "Purchase Price").
- Payment. Subject to the satisfaction of the conditions set forth in (b) Section 6 of this Agreement and adjustments as provided in the Agreement, the Purchase Price shall be paid as follows: (i) Purchaser shall pay Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) in cash (the "Down Payment") shall be paid to Pinnacle Bank, Fremont, Nebraska ("Escrow Agent"), upon Seller's execution of this Agreement (which shall be applied to the Purchase Price at Closing); and (ii) at Closing (as defined below) (A) Two Hundred Seventeen Thousand Five Hundred and No/100

Dollars (\$217,500.00) shall be paid by Purchaser to Seller, or jointly to Seller and any creditor of Seller which has a Lien on the Purchased Assets, by a cashier's check(s) or by wire transfer of funds to an account designated by Seller or any creditor of Seller which has a Lien on the Purchased Assets.

- (c) <u>Real Estate Taxes.</u> All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of the date of closing.
- (d) <u>State Documentary Tax.</u> The State documentary tax on the deed shall be paid by the Seller.
- Purchaser from Pinnacle Bank, Fremont, Nebraska within fifteen (15) days from the date of execution of this Agreement. In the event there are any title defects, liens, covenants, conditions, restrictions, encumbrances or special taxes levied or assessed (the "Exceptions"), except those of such items as are accepted in writing by Purchaser prior to closing (the "Permitted Exceptions"), Seller shall have a reasonable period of time, not to exceed sixty (60) days, within which to cure or release any such Exceptions. In the event any Exceptions can be cured or released from funds payable and available at closing then Seller hereby authorizes the Escrow Agent to apply such funds in order to cure or release such Exception. If any such Exceptions are not cured or released at closing or within the above stated time then Purchaser may rescind this agreement and the Down Payment shall be refunded to Purchaser. The cost of any Owner's title insurance policy issued for this sale shall be equally divided between Purchaser and Seller.
- (f) <u>Escrow Closing.</u> Purchaser and Seller agree that the closing of the sale will be an escrowed transaction handled by Escrow Agent, and that Escrow Agent will not be required to disburse any funds or deliver or record any documents unless and until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms, and provisions of the Purchase Agreement have been satisfied, performed and met. The reasonable and customary cost of the escrowed closing charged by the Escrow Agent shall be equally divided between the Purchaser and Seller.
- 4. Assumption and Retention of Liabilities. Purchaser shall be solely responsible for, and agrees to satisfy, the liabilities and obligations incurred by Purchaser arising on or after the Closing Date (as defined below) relating to the Purchaser's ownership or operation of the Purchased Assets and Real Property. Purchaser shall not assume any obligations or liabilities of Seller arising out of, relating to or in connection with Seller's operation of the Business and/or ownership of the Purchased Assets, including, but not limited to, any liabilities for sums or benefits due Seller's employees as a result of their employment or termination by Seller (the "Retained Liabilities"). Seller shall remain solely responsible for, and Seller hereby agrees to satisfy, the Retained Liabilities.

5. Closing.

(a) <u>Closing</u>. Subject to the satisfaction of the conditions set forth in Section 6 of this Agreement, the closing of the purchase and sale of Real Property and Purchased Assets contemplated hereunder (the "Closing") shall take place on or before August 1,

2014 ("Closing Date"), at a mutually agreeable time and location but shall be effective for all purposes as of 12:01 A.M. on the Closing Date; provided, however, Purchaser shall have the right to extend the Closing for 30 days by written notice to Seller in the event the conditions precedent to Closing have not been satisfied. At Closing, Seller shall deliver to Purchaser a general warranty deed to the Real Property free and clear of all title defects, liens, covenants, conditions, restrictions, encumbrances or special taxes levied or assessed, possession of the Purchased Assets, and properly executed bills of sale, assignments, and other instruments of transfer in such forms as shall be reasonably requested by Purchaser and its counsel and as shall be necessary or appropriate to convey, transfer and assign to Purchaser good and marketable title in and to all the Purchased Assets free and clear of all Liens.

(b) <u>Due Diligence</u>.

- (i) From and after the date hereof and continuing for a period of thirty (30) days (the "Due Diligence Period") Purchaser and its representatives shall have access to and may, during the Due Diligence Period, examine and review the Purchased Assets and all contracts, accounts, financial statements, books, records, client lists, ledgers and other sources of information (in any form or format) relating to the Business and the Purchased Assets. Seller shall reasonably cooperate with Purchaser to allow Purchaser to obtain such access and complete such review. In the event that the results of such review are unsatisfactory to Purchaser, Purchaser may terminate this Agreement, at Purchaser's option, by providing written notice thereof to Seller at any time during the Due Diligence Period and in such event the Down Payment shall be promptly refunded to Purchaser.
- Purchaser and Diligence Period, the Due (ii) During representatives will have the opportunity to make such inspections of the Real Property and matters related thereto as Purchaser desires, including, without limitation, obtaining an appraisal of the Real Estate, inspections of the physical condition of the Real Property, governmental laws and regulations to which the Real Property is subject, the title of the Real Property, and the suitability or fitness of the Property for Purchaser's proposed use. In the event that the results of any such appraisal and/or inspection are unsatisfactory to Purchaser, in Purchaser's sole discretion, then Purchaser may, within such Due Diligence Period, elect to: (i) terminate this Purchase Agreement, in which case the Down Payment shall be immediately refunded to Purchaser, or (ii) Purchaser may request in writing that certain items be repaired by Seller. In the event that Purchaser requests that certain items be repaired, then Seller will advise Purchaser in writing, within 48 hours after Seller's receipt of Purchaser's request, whether or not Seller will repair such items. In the event that Seller advises Purchaser that it will repair such items then, after such repairs are made by Seller in a good and workmanlike manner within a time frame agreed to by Seller and Purchaser, the parties shall proceed to close. In the event that Seller advises Purchaser that Seller will not make the requested repairs then this Purchase Agreement may be terminated by either Purchaser or Seller and the entire Down Payment shall be immediately refunded to Purchaser.
- (c) <u>Conduct of Business Pending Closing</u>. Seller covenants that pending the Closing:

- (i) The Business will be conducted only in the ordinary course; and
- (ii) All debts or liabilities incurred by Seller on or before the Closing Date will be paid by Seller.
- 6. <u>Conditions Precedent to Closing.</u> The obligations of Purchaser to purchase the Real Property and the Purchased Assets and otherwise consummate the transactions to be performed by it in connection with the Closing are subject to the satisfaction, at or prior to the Closing, of each of the following conditions:
 - (a) All representations and warranties of Seller contained in this Agreement or in any statement, certificate, instrument, or other document or item delivered by Seller under this Agreement are true and correct as of the Closing Date.
 - (b) Seller has performed, complied with and satisfied, in all respects, all covenants, agreements, obligations and conditions that Seller is required by this Agreement to perform, comply with or satisfy through and as of the Closing Date.
 - (c) Seller has good, valid and marketable title to the Real Property.
 - (d) The Purchased Assets shall be in good working order and condition.
 - (e) All consents, approvals, licenses and/or permits required from third-parties or any governmental or regulatory authorities shall have been obtained.
 - (f) Seller shall have executed an Assignment of Contracts in form and substance acceptable to Purchaser.
 - (g) Seller shall have executed a Bill of Sale and Assignment in form and substance acceptable to Purchaser.
 - (h) Purchaser's ability to obtain financing for the Purchase Price on terms and conditions acceptable to Purchaser. Purchaser agrees to expeditiously and in good faith pursue completion of the loan process within its control.
 - (i) Purchaser's satisfaction with its due diligence review of the results of the Appraisal of the Real Property.

In the event one or more of the conditions set forth in this Section 6 shall not have been fulfilled prior to or at the time of Closing, Purchaser may elect to waive any one or more of the conditions and proceed with Closing, or terminate this Agreement, in which case the parties shall not have any further obligation or liability to each other under this Agreement and the Down Payment shall be immediately refunded to Purchaser in full.

- 7. <u>Representations and Warranties of Seller</u>. As an inducement to Purchaser hereunder, Seller hereby represents and warrants to Purchaser as follows:
 - (a) That The Gathering Hall, LLC is a **Nebraska limited liability company**, validly existing and in good standing under the laws of the State of Nebraska.

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- (b) Seller has full power and authority to execute and enter into this Agreement which is not in violation of, or contrary to, any contract, agreement, rule, regulation, law or ordinance by which the Seller is bound
- (c) <u>Title to Purchased Assets</u>. Seller has good and merchantable ownership, right, title and interest in and to all of the Purchased Assets, and at the Closing Seller will transfer the Purchased Assets to Purchaser free and clear of all Liens.
- (d) <u>Customers</u>. To the best of Seller's knowledge, past, present and prospective customers of the Business do not intend to cease doing business with, or materially alter the amount or nature of the business that each is doing with, Seller or the Business.
- (e) <u>Claims</u>. Seller is not engaged in or a party to, or threatened with or affected by, any legal action or other proceeding before any court, administrative agency, or arbitration or mediation authority, and there are no outstanding orders, judgments, consent decrees, stipulations or similar obligations by or with any court, administrative agency, or arbitration or mediation authority affecting the Purchased Assets or the Business, or Seller's ability to perform this Agreement.
- Taxes. All tax returns required by law to be filed by Seller with respect to the Business and/or the ownership of the Purchased Assets have been or will be timely filed, and Seller has paid or will pay all federal, state and local taxes which have been or will become payable in connection with the operation of the Business and/or ownership of the Purchased Assets, prior to and through the Closing Date. Proper and accurate amounts have been withheld by Seller from the compensation of Seller's employees for all periods in full compliance with the tax withholding provisions of applicable federal, state and local laws. Proper and accurate federal, state and local tax returns have been timely filed by Seller for all periods for which returns were due with respect to employee income tax and social security withholding and FICA and unemployment taxes, and the amounts shown thereon to be due and payable have been paid in full. Hours worked by, and payments made to, employees of Seller have not been in violation of the Fair Labor Standards Act or any applicable laws dealing with such matters. All payments due from Seller on account of employee health and welfare insurance have been paid by Seller. Seller will comply with all such withholding and filing requirements for the period from the date of this Agreement to the Closing.
- (g) <u>Disclosure</u>. All financial statements and/or federal income tax returns furnished or delivered or to be furnished or delivered by Seller to Purchaser in connection with the transaction contemplated by this Agreement correctly and accurately present the financial condition, assets and liabilities of Seller as of their respective dates and the results of Seller's operations as of such dates.
- (h) <u>Title to Real Property.</u> Seller Keith A. Smith has good, valid and marketable title to the Real Property.
- (i) <u>Condition of Purchased Assets</u>. The Purchased Assets shall be in good working order and condition at the time of Closing, reasonable wear and tear excepted.

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- (j) <u>Conduct of Business</u>. From the date of this Agreement to the Closing Date, Seller shall conduct the Business and maintain the Purchased Assets in the ordinary course of business consistent with past practice.
- (k) <u>Permits and Licenses</u>. Seller shall provide a list of all permits, licenses and/or certifications required to operate the Business.
- (I) <u>Contracts</u>. Seller shall provide a list of all material contracts relating to the Business.
- (m) <u>Recitals</u>. The recitals to this Agreement are true and correct in all respects.
- 8. <u>Representations and Warranties of Purchaser</u>. As an inducement to Seller hereunder, Purchaser represents and warrants to Seller as follows:
 - (a) <u>Organization</u>, <u>Qualification and Corporate Power</u>; <u>Authority and Enforceability</u>. All necessary action required to be taken by or on behalf of Purchaser to authorize Purchaser to enter into and consummate this Agreement in accordance with the terms hereof have been duly and properly taken. This Agreement is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms.
 - (b) <u>Noncontravention</u>. Neither the execution or delivery of this Agreement nor the consummation of the transactions herein contemplated will violate or result in a breach of or constitute a default under the articles of organization or operating agreement of Purchaser or under any covenant or agreement to which Purchaser is a party or by which Purchaser is bound, or under any judgment, order, decree, rule or regulation to which Purchaser is subject.

9. Indemnification.

- (a) <u>Indemnification of Purchaser</u>. Seller shall indemnify and hold Purchaser and any assignee, successor and any member or affiliate harmless from and against any and all damages, claims, losses, expenses, obligations, fines, penalties, demands, causes of action, costs and liabilities (including, without limitation, reasonable attorneys' fees and defense costs) arising out of, resulting from, relating to, in the nature of or caused by:
 - (i) any misrepresentation or breach of any representation, warranty, covenant or agreement made by Seller in this Agreement or in any statement, certificate, instrument or other document or item furnished or delivered or to be furnished or delivered to Purchaser pursuant hereto or in connection with the transactions contemplated hereby;
 - (ii) the ownership or operation of the Purchased Assets or the Business prior to the Closing Date and the Retained Liabilities; and
 - (iii) any state and local sales, use, personal property, transfer, recording and other similar taxes and fees with respect to the sale and purchase of the Purchased Assets pursuant to this Agreement; provided, however, personal property taxes attributable to the Purchased Assets for the 2014 tax

NEBRASKA LIQUOR CONTROL COMMISSION

year shall be prorated as of the Closing Date and the Purchase Price shall be adjusted accordingly.

- (b) Indemnification of Seller. Purchaser shall indemnify and hold Seller a and any assignee, successor and any member or affiliate harmless from and against any and all damages, claims, losses, expenses, obligations, fines, penalties, demands, causes of action, costs and liabilities (including, without limitation, reasonable attorneys' fees and defense costs) arising out of, resulting from, relating to, in the nature of or caused by the ownership or operation of the Purchased Assets or the Business after the Closing Date.
- 10. <u>Down Payment/Refund</u>. If Seller does not accept this offer, or if Seller accepts this offer and fails to close the sale as provided in this Agreement, or if Purchaser is not obligated to proceed with this transaction pursuant to the terms of this Agreement, the Down Payment shall be refunded and this Agreement will be of no further force or effect. If Seller accepts this offer and is ready, willing and able to perform, and Purchaser fails to perform as and when provided in this Agreement, then the Down Payment shall be paid to Seller by escrow agent and this Agreement will be of no further force or effect.
- 11. <u>Survival of Representations, Warranties, Covenants and Agreements</u>. All representations and warranties shall survive the Closing.

12. Noncompetition Covenant.

- (a) In order to prevent the improper use of confidential information and the resulting unfair competition and misappropriation and diminution of the goodwill and other proprietary interests of the Business which were purchased by the Purchaser, Seller each hereby agrees that for a period of five (5) years after the Closing Date, Seller will not, without the prior written consent of Purchaser, directly or indirectly, on their own behalf or in the service or on behalf of others:
 - (i) solicit any customer of the Business, for the purpose of obtaining the business of such customer, in competition with the Business;
 - (ii) advise or recommend to any other person or entity that such person or entity solicit any customer of the Business, for the purpose of obtaining the business of such customer, in competition with the Business;
 - (iii) solicit any prospective customer of the Business, for the purpose of obtaining the business of such customer, in competition with the Business;
 - (iv) advise or recommend to any other person or entity that such person or entity solicit any prospective customer of the Business, for the purpose of obtaining the business of such customer, in competition with the Business; or
 - (v) engage in, or become financially interested in, any other business which is the same or essentially the same as the Business, or that competes with the Business, except for the ownership of less than five percent (5%) of the outstanding shares of one or more publicly traded companies.

The term "Business" as used in this Agreement shall mean the operation of a reception hall and related services.

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CONTROL COMMISSION

The phrase "prospective customer" as used herein shall mean any individual or
entity with whom any representative of either Seller or Purchaser had substantial and
extended actual and personal contact during the five (5) year period after the Closing
Date to develop new business for the Business, including developing sales strategies,
marketing information and proposals, and negotiating providing services to such
prospective customers.

- (b) Seller hereby agrees that for a period of two (2) years after the Closing Date, Seller will not, without the prior written consent of Purchaser, directly or indirectly, on their own behalf or in the service or on behalf of others, solicit or recruit for employment, or attempt to solicit or recruit for employment, or advise or recommend to any other person that such person solicit or recruit for employment, or attempt to solicit or recruit for employment, any person who (i) was employed by Seller and worked in the Business during the twelve (12) month period immediately preceding the Closing Date and who was employed by the Purchaser after the Closing Date, or (ii) is hereafter employed by the Purchaser.
- (c) Seller agrees that it is reasonable to restrict their ability to compete with the Business and the Purchaser during the time period described above and that the restrictions set forth in this Agreement (including, but not limited to, the period of restriction and activity set forth) are fair and reasonable and are necessarily required for the protection of the interests of Purchaser and to prevent the improper use of confidential information and the resulting unfair competition and misappropriation and diminution of the goodwill and other proprietary interests of the Business purchased by Purchaser.

Seller agrees with Purchaser that if Seller shall violate or threaten to violate any of the terms of this Agreement, then Purchaser shall be entitled to injunctive relief and that such remedy shall be in addition to and not in limitation of any other rights or remedies to which the Purchaser is or may be entitled to at law or in equity.

The parties further agree that the covenants contained herein are independent of one another and are severable. In the event any part of the covenants contained herein shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid and unenforceable part had not been included herein. If any provisions of these covenants relating to the time period and/or restricted activity shall be declared by a court of competent jurisdiction to exceed the maximum time periods and/or restricted activities which such court deems reasonable and enforceable, the parties agree that the court making such a determination shall have the power to reduce the time period and/or restricted activities to the maximum time period and/or restricted activities which such court deems reasonable and enforceable. The provisions of this Paragraph 12 shall survive Closing.

- 13. <u>Broker's Commissions.</u> The parties hereto agree that no other broker has been retained to represent any party in this transaction, and each party hereto agrees to indemnify and hold harmless the other party hereto from any claim asserted by any broker or other person arising out of any act by such party as a result of the consummation of this transaction.
- 14. <u>Further Assurances</u>. Each party hereto shall from time to time at the request of any other party hereto, whether on or after the Closing, do, make, execute, acknowledge, and

deliver all such other and further acts and instruments of conveyance, assignment, transfer, and consent, in form and substance satisfactory to the requesting party, concerning compliance with the terms and conditions of this Agreement as such requesting party may reasonably require for the more effective performance of the parties' respective obligations hereunder and the completion of the transactions contemplated hereby.

any time by the party entitled to the benefit thereof by a written instrument, but no such waiver shall constitute a waiver of any other term or condition or a subsequent waiver of the same term or condition. No delay or failure on the part of any party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served if in writing and delivered personally, by overnight courier service, or by certified or registered first class mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

Keith A. Smith 1306 Stanford

Fremont, NE 68025

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If to Purchaser:

A Final Take, LLC c/o Joel Rudloff 14935 M Street Omaha, NE 68137 NEBRASKA LIQUOR CONTROL COMMISSION

with a copy to:

Farnham & Simpson, PC, LLO 220 N. 89th Street, Suite 201

Omaha, NE 68114 Attn: Andrea M. Griffin

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. All notices shall be deemed received on the date of delivery or, if mailed, on the date appearing on the return receipt therefor.

- 16. Entire Agreement, Governing Law and Binding Effect. This Agreement contains the entire agreement among the parties hereto with respect to the acquisition of the Purchased Assets and the other transactions contemplated herein, and supersedes all prior letters of intent, agreements or understandings between the parties hereto relating to the subject matter hereof. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Nebraska and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns. None of the parties hereto may assign either this Agreement or any of the rights, interests or obligations hereunder without the prior written approval of the other parties; provided, however, Purchaser may assign this Agreement to an entity in which he has an interest upon notice to Seller. All exhibits and schedules attached hereto are incorporated herein by this reference.
- 17. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

18. Records. For a period of five (5) years, Purchaser shall retain in good and legible condition all books and records transferred by Seller hereunder. Seller shall have the right to access and use of such books and records in connection with any claim or matter arising out of Seller's operation of the Business or with respect to any matter as to which Purchaser may claim indemnification by Seller hereunder.

[The Remainder of This Page Intentionally Left Blank and Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly IQUOR executed, all as of the date first above written.
Keith A. Smith, Seller
The Gathering Hall, LLC, a Nebraska limited liability company, Seller
By: Keith A. Smith Its: Manager and Authorized Member
A Final Take, LLC, a Nebraska limited liability company, Purchaser
Joel By: Maringon
State of Nebraska)) ss. County of Dodge)
The foregoing Purchase Agreement was acknowledged before me on the 17 day of 2014, by Keith A. Smith, individually and by Keith A. Smith, as manager and authorized member of The Gathering Hall, LLC, a Nebraska Limited Liability Company, for and on behalf of said company.
GENERAL NOTARY - State of Nebraska SCOTT J. MEISTER My Comm. Exp. July 24, 2017 Notary Public
State of Nebraska)) ss. County of)
The foregoing Purchase Agreement was acknowledged before me on the 17 day of Manager, 2014, by Toel Lydiff, Manager of A Final Take, LLC, a Nebraska limited liability company, for and on behalf of said company.
GENERAL NOTARY - State of Nebraska SCOTT J. MEISTER My Comm. Exp. July 24, 2017

DO NOT START WORK UNTIL YOU HAVE A PERMIT

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CITY OF FREMONT BUILDING INSPECTION DEPARTMENT

PLOT PLAN

NEBRASKA LIQUOR CONTROL COMMISSION

DDRESS		DATE	
EGAL DESCRIPTION: LOT	BLOCK	NOITION	
lease show all measurements how distances between struct	of existing and cor ures, etc., and pro	templated structoperty lines.	ures, also
S THIS A CORNER LOT?	न _क ृ		
Property Line	40	Line high	indicate North one story building approx 40 x 80 including ba Eoutdoor ar DO X 30.
Center Line of	Plane	Street	_

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/ TREASURER

DATE: AUGUST 7, 2014

SUBJECT: A FINAL TAKE LLC dba THE GATHERING SOCIAL HALL, 750 NORTH CLARMAR

Recommendation: 1. Move to amend Resolution by recommending approval for the Class CK liquor li-

cense application of A Final Take LLC dba The Gathering Social Hall, 750 North Clar-

mar Avenue 2. Move to approve Resolution, as amended.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. Once a motion to amend the Resolution choosing one of the options has been made, then Council will need to approve the Resolution, as amended.

ATTEST:

Kimberly Volk, MMC, City Clerk

Scott Getzschman, Mayor

COMMUNITY DEVELOPMENT AGENCY July 29, 2014 – draft 7:00 P.M.

The Chair called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Members Stange, Eairleywine, Kuhns, Bixby, Anderson, Navarrette, Hoppe and Johnson present – 8 present, 0 absent.

Moved by Member Bixby, seconded by Member Johnson to approve CDA Resolution No. 2014-002 approving the general redevelopment plan for 23rd and Bell Redevelopment project. Roll call vote: 8 ayes. Motion carried.

Moved by Member Anderson, seconded by Member Kuhns to approve CDA Resolution No. 2014-003 approving the general redevelopment plan for Morningside Business Park project. Roll call vote: 8 ayes. Motion carried.

Moved by Member Eairleywine, seconded by Member Stange to adjourn. Roll call vote: 8 ayes. Meeting adjourned at 7:02 p.m.

CITY COUNCIL MEETING July 29, 2014 - draft 7:00 P.M.

The Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Stange, Bixby, Navarrette, Hoppe, Kuhns, Eairleywine, Anderson and Johnson present – 8 present, 0 absent.

Moved by Council Member Navarrette, seconded by Council Member Anderson to open the Public Hearing on general redevelopment plan for 23rd and Bell Street Redevelopment project. Roll call vote: 8 ayes. Motion carried.

David Mitchell, representing the former Clarion hotel and Fountain Springs property located in the redevelopment area, thanked the Council for moving ahead with the study and the redevelopment plan for the entire 23rd and Bell Street corridor. He further stated that the main reason he was here was the investment group for the Clarion as well as the owners of the Fountain Springs development wanted him to revisit the issue with Yager Road with the Council. He encouraged the Council to begin collaborating to see if at what point and time they could come together with a solid plan for access to the area that they are essentially redeveloping. As part of the redevelopment plan, Mr. Mitchell encouraged the Council to take a serious look at this issue as it dates back to 1972. He stated there is probably no better climate than now because of the willing participants on the Clarion side. Mr. Mitchell stated he could not speak for the mall but had to believe that the mall would have interest in improving that particular corridor as well. He stated there are 80 acres to the north for the Tech Park that needs to have good access if it is going to be developed. He acknowledged his property heads north on Lincoln Street but felt that it is really important to have the Yager Road area worked out in a way where traffic can get in and out. Mr. Mitchell stated it has been on the One and Six for many, many years and that again they are committed to working with the City in any way to make it a reality and that he looks forward to a collaborative effort to get that accomplished.

Mayor Getzschman stated Council, at their retreat in January, wanted, more or less, to make an effort to go down the path to take a hard look at Yager Road (both sides north and south). He stated Yager Road is one of those difficult intersections that poses some life safety issues and that there is a possibility that a section could be closed with access via the current mall parking lot. He further stated that in talking to the mall, they have some interest in trying to improve that intersection but they are probably not going to be a lot of help. The Mayor stated Yager Road is a street in the community that doesn't fit our overall plan. It has no curbs and gutters and there is a storm sewer on one side (an open ditch). He stated the entire road needs to be looked at and that it may not ever be accessed by either property ever again in this process. He further stated that maybe it gets closed and that it might be necessary to look for a different way of getting in and heading north through the parking lot or whatever. The Mayor reiterated it is a very difficult intersection to get in and out of even with the one way only turn, it is still not a safe intersection.

Council Member Bixby stated Council talked at the retreat that it is has been on the One & Six Year Street Plan. She stated the financial commitment is the biggest hang up but that there is not going to be a better time and inquired as to what else as a City Council could be done to ensure that it can move forward if possible.

Mayor Getzschman stated that at the end of the day it's been a thorn and that no Council has ever wanted to tackle it. He stated it wasn't going to be a one million dollar fix but rather a five or six million dollar fix. He compared it to the West Military widening project and stated a way was finally found to get rid of the water and that funds were budgeted for three to five years to get the project done. He further stated he thinks Council needs to make it a priority to at least study it. He suggested a resolution to make known it is a priority to some.

City Attorney Payne stated they could consider a resolution that instructs staff to spend some time looking at it.

Mayor Getzschman requested a resolution be prepared and brought forth to the next meeting.

Council Member Johnson inquired about any Nebraska Department of Roads contribution to the project and that the Department of Roads could take a long time.

Mayor Getzschman stated he thought that was part of it.

Bill Dugan stated he was a very minority interest in the holders of the Yager Street property (ex Clarion) and wanted to encourage the Council to expedite this if at all possible. He stated he sat on the Planning Commission for many years and it was always on the One & Six Year Plan and nothing ever happened even when the opportunities arose. He stated obviously it was a financial issue just as it is today and that is understood. Mr. Dugan stated the group that bought the Yager property did so partially as a preventive measure so that it would be developed properly. He further stated they are all active community members and wanted to see a nice development done in adjunct with the mall. He stated the mall has been very cooperative in talking with them about doing something with the property so for the first time there is cooperative landowners in that area. Mr. Dugan stated he did not think anyone could stand still for an extended period of time without developing the property in some manner which could disrupt the development of that street. He again requested something be done and that now would be the time as it has been sitting as is for over 30 years.

There being no further testimony, moved by Council Member Stange, seconded by Council Member Hoppe to close the public hearing on general redevelopment plan for 23rd and Bell Street Redevelopment project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Eairleywine to approve Resolution No. 2014-137 approving general redevelopment plan for 23rd and Bell Street Redevelopment project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Kuhns, seconded by Council Member Anderson to open the Public Hearing on general redevelopment plan for Morningside Business Park project. Roll call vote: 8 ayes. Motion carried.

There being no testimony, moved by Council Navarrette, seconded by Council Member Stange to close the Public Hearing on general redevelopment plan for Morningside Business Park project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Eairleywine, second by Council Member Bixby to approve Resolution No. 2014-138 approving general redevelopment plan for Morningside Business Park project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Anderson, seconded by Council Member Kuhns to approve the consent agenda. Roll call vote: 8 ayes. Motion carried.

- Dispense with reading of and approve July 15, 2014 minutes
- July 9 29, 2014 claims
- Resolution No. 2014-139 approving consumption of alcohol on city property for Luis Garcia, City Auditorium, July 18, 2015, birthday; Angie Gross, Christensen Field, June 13, 2015, wedding; Kathryn Niland, City Auditorium, November 22, 2014, wedding reception
- Resolution No. 2014-140 approving Special Designated Permit applications for Rise's Drive In Liquor, 1710 W 16th, September 6, 2014, reception; Rise's Drive In Liquor, 1710 W 16th, October 11, 2014, reception; Uncle Larry's LLC, 541 N Broad, August 16, 2014, dance/reception; RD's Place, 2215 North Broad, August 10, 2014 (alternate date August 17, 2014), beer garden; Whis's End Zone Lounge, 925 North Broad, August 16, 2014, reception; Whis's End Zone Lounge, 845 South Broad, August 29, 2014, other
- Fremont Firefighters Local 1015 request for roadway solicitation on August 30 & 31, 2014
- Appoint Michelle Wiese to the Citizen Advisory Review Committee (LB840) for a five year term ending February 2019
- Appoint Virginia Meyer to the Library Board for a four year term ending July 2018
- Reappoint Connie Schmeichel to the Library Board for a four year term ending July 2018

- Resolution No. 2014-141 approving Robert Steenblock request to replat Lot 1, Steenblock Subdivision into four lots
- Resolution No. 2014-142 approving Seth McGinn, McGinn Holdings, request to replat Lots 19 and 20, Pierce's Annex along with Tax Lot 8, 22-17-8 into one lot
- Resolution No. 2014-143 approving Douglas Ritthaler, Ritz Lake, LLC, request to replat Lots 31 - 38, Block 4, Ritz Lake Addition into seven lots
- Ron Vlach, Victory Lake Marine LLC, request to construct overwidth driveway at 1500 West Military Avenue
- Keith Roumph on behalf of Ken Gasken request to construct overwidth driveway at Lot 11, Cloverly Addition
- Cement worker license applications: Mark Boschult, Boschult Engineering Co. and Bob Porter Jr.
- Resolution No. 2014-144 approving Memorandum of Understanding amendment with Northeast Economic Development, Inc for Community Development Block Grant funds
- Resolution No. 2014-145 approving interlocal agreement amendment with Nebraska Department of Environmental Quality for Storm Water Management Plan program
- Resolution No. 2014-146 awarding bid in the amount of \$53,040 to Fremont Electric for Christensen Field LED lighting project
- Resignation of Gary Schmidt from the Citizens Advisory Review Committee (LB840)
- Resolution No. 2014-147 approving Douglas Ritthaler, Ritz Lake LLC, request for mixed-use agreement for Ritz Lake Addition

Moved by Council Member Stange, seconded by Council Member Kuhns to continue Resolution approving agreement with GIS Workshop for GIS services. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Navarrette, seconded by Council Member Johnson to approve the Preliminary Plat of Brooks Hollow for Tax Lots 1 and 3, Section 18, Township 17 North, Range 8 East of 6th P.M. Roll call vote: 7 ayes, 1 abstain (Bixby). Motion carried.

The City Clerk gave the second reading, by title only, as reconsidered and amended, of Ordinance 5310 amending various chapters of the Fremont Municipal Code. The third reading will be at the next regular Council meeting.

The City Clerk gave the second reading, by title only, of an Ordinance annexing part of NW ¼ 7-17-9 (Ritz Lake – Phase I) The third reading will be at the next regular Council meeting.

Ron Vlach, Victory Lake Marine, Incorporated request for conditional use permit to construct an oversized accessory building at 2450 West Military died for lack of a motion.

Moved by Council Member Hoppe, seconded by Council Member Anderson to introduce an Ordinance approving Robert Steenblock request to rezone Lot 1D of replat of Lot 1, Steenblock Subdivision from LI – Limited Industrial to R-2 Residential District. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the first reading, by title only, of an Ordinance approving Robert Steenblock request to rezone Lot 1D of replat of Lot 1, Steenblock Subdivision from LI – Limited Industrial to R-2 Residential District. The second reading will be at the next regular Council meeting.

Moved by Council Member Stange, seconded by Council Member Navarrette to introduce an Ordinance creating Paving District 549 for Alley Paving project, 5th to 6th Street between Logan and Platte. Roll call vote: 7 ayes, 1 abstain (Bixby). Motion carried.

The City Clerk gave the first reading, by title only, of an Ordinance creating Paving District 549 for Alley Paving project, 5th to 6th Street between Logan and Platte. Moved by Council Member Johnson, seconded by Council Member Hoppe to suspend the rules and place on final reading. Roll call vote: 7 ayes, 1 abstain (Bixby). Motion carried.

The City Clerk gave the final reading, by title only, of an Ordinance creating Paving District 549 for Alley Paving project, 5th to 6th Street between Logan and Platte. Roll call vote: 7 ayes, 1 abstain (Bixby). Ordinance No. 5313 passed.

Moved by Council Member Bixby, seconded by Council Member Johnson to approve Resolution No. 2014-148 approving supplement agreement #3 for preliminary engineering services with HGM Associates to design Rawhide Creek Trail project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Hoppe, seconded by Council Member Anderson to receive and file a petition as presented by Dave Fink against establishing Downtown Business Improvement District. Roll call vote: 6 ayes, 2 abstain (Bixby and Navarrette). Motion carried.

Moved by Council Member Johnson, seconded by Council Member Kuhns to continue indefinitely the Resolution of Intent to establish the Downtown Business Improvement District. Roll call vote: 6 ayes, 2 abstain (Bixby and Navarrette). Motion carried.

Moved by Council Member Hoppe, seconded by Council Member Anderson to approve Resolution No. 2014-149 granting permission for request proposals for animal control services. Roll call vote: 7 ayes, 1 abstain (Stange). Motion carried.

The Mayor announced the next meeting would be August 12, 2014 at 7:00 p.m.

Moved by Council Member Bixby, seconded by Council Member Kuhns to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 8:26 p.m.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: August 7, 2014

SUBJECT: Claims

Recommendation: Move to approve July 30 through August 12, 2014 claims and authorize checks to be

drawn on the proper accounts.

Background: Council will review claims via email August 7, 2014.

Fiscal Impact: Claims total \$798,339.08.

#8

City of Fremont

PREPARED 07/30/2014, 8:31:44

PROGRAM: GM339L

AS OF: 07/31/2014 CHECK DATE: 07/30/2014 PAGE

BANK: 00

General Fund VEND NO SEQ# VENDOR NAME EFT, EPAY OR CHECK HAND-ISSUE INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM HAND-ISSUED NO NO NO DATE NO DESCRIPTION 0006318 00 ACSI 20140731 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 177.83 VENDOR TOTAL * 177.83 0000584 00 CEI 20140731 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY EFT: 2,664.58 VENDOR TOTAL * .00 2,664.58 0004234 00 DEPARTMENT OF UTILITIES C S EFT: 20140731 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 1,264.45 VENDOR TOTAL * .00 1,264.45 0005193 00 DEPARTMENT OF UTILITIES PAYROLL EFT: 20140731 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 50,070.40 .00 VENDOR TOTAL * 50,070.40 0003226 00 FRATERNAL ORDER OF POLICE #37 PR0703 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 960.00 20140703 PR0717 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 20140717 960.00 VENDOR TOTAL * 1,920.00

O INTERNAL REVENUE SERVICE **EFT** 0004629 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 20140731 82,629.28 VENDOR TOTAL * 82,629.28 0003074 00 JACKSON SERVICES INC PR0717 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 20140717 194.84 VENDOR TOTAL * 194.84 00 NEBR PUBLIC EMPLOYEES LOCAL 251 0003205 20140703 PR0703 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 420.00 20140717 PR0717 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 420.00 VENDOR TOTAL * 840.00 0005513 00 UNITED STATES TREASURY - PR 20140731 PR0731 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 50.00 VENDOR TOTAL * 50.00 0001354 00 UNITED WAY - FREMONT AREA PR0703 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 20140703 23.47 PR0717 00 07/31/2014 001-0000-201.00-00 PAYROLL SUMMARY 20140717 23.47 VENDOR TOTAL * 46.94 00 General Fund BANK TOTAL * 85,858.89 53,999.43

PREPARED 07/30/2014, 8:31:44

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 07/31/2014 CHECK DATE: 07/30/2014

City of Fremont

Employee Benefits BANK: 01

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION			CHECK OUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00 REGIONAL CAR	RE INC						
07/28/14	MANUAL000698	01 07/28/2014	060-0660-441.70-01	07/28/14 AUTO CI	LAIMS	CHECK #:	100538	2,819.66
				VENDOR TO	OTAL *		.00	2,819.66
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			GRAND TOTA	TOTAL EXPENDITU		85,	858.89	56,819.09 142,677.98

PREPARED 07/31/2014, 8:59:40 PROGRAM: GM339L

Employee Benefits

EXPENDITURE APPROVAL LIST

BANK: 01

AS OF: 07/31/2014 CHECK DATE: 07/31/2014

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PAGE

75,824.06

City of Fremont

VEND NO SEQ# VENDOR NAME EFT, EPAY OR HAND-ISSUED INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK NO NO NO DATE NO DESCRIPTION 00 REGIONAL CARE INC 0005708 07/30/14 MANUAL000700 01 07/30/2014 060-0660-441.70-01 07/30/14 MANUAL CLAIMS CHECK #: 100539 75,824.06 VENDOR TOTAL * .00 75,824.06 01 Employee Benefits BANK TOTAL * .00 75,824.06 HAND ISSUED TOTAL *** 75,824.06 TOTAL EXPENDITURES **** .00 75,824.06 GRAND TOTAL *************

Prepared 7/28/14, 16:31:29 Pay Date 7/31/14 Primary FIRST NATIONAL BANK CITY of FREMONT Direct Deposit Register

Program PR530L

Page 38

Account Social Deposit
Number Employee Name Security Amount

Final Total 253,313.27 Count 319

CITY OF FREMONT ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 08/12/14

AJ		WITHDRAWAL			WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
3677	TSYS MERCHANT SOLUTIONS	08/05/14	001-1003-415.20-99	CREDIT CARD FEES	74.84
3677	TSYS MERCHANT SOLUTIONS	08/05/14	001-1003-415.20-99	CREDIT CARD FEES	47.47
3677	TSYS MERCHANT SOLUTIONS	08/05/14	001-2029-451.20-99	CREDIT CARD FEES	622.80
3677	TSYS MERCHANT SOLUTIONS	08/05/14	001-2042-440.20-99	CREDIT CARD FEES	0.03
				TOTAL EXPENDITURES	745.14

PREPARED 08/07/2014, 10:39:35

PROGRAM: GM339L

City of Fremont

Corporal Fund

General Fund

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT
 0000959
 00
 ACE HARDWARE

 81104/3
 PI6986 028760 00 08/13/2014
 001-1206-422.30-79 DELANKET PURCHASE ORDER
 1.25

 80957/3
 PI6898 028760 00 08/13/2014 001-2027-452.30-33 DELANKET PURCHASE ORDER
 13.99

 80957/3
 PI6899 028760 00 08/13/2014 001-2027-452.30-49 DELANKET PURCHASE ORDER
 40.95

 81100/3
 PI6985 028760 00 08/13/2014 001-2027-452.30-60 DELANKET PURCHASE ORDER
 22.25

 81156/3
 PI7138 028760 00 08/13/2014 001-2027-452.30-33 DELANKET PURCHASE ORDER
 49.97

 81156/3
 PI7139 028760 00 08/13/2014 001-2027-452.30-49 DELANKET PURCHASE ORDER
 21.92

 81190/3
 PI7142 028760 00 08/13/2014 001-2027-452.30-49 DELANKET PURCHASE ORDER
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 80825/3
 PI6895 028760 00 08/13/2014 001-2029-451.30-33 DELANKET PURCHASE ORDER
 15.59

 80923/3
 PI6896 028760 00 08/13/2014 001-2029-451.30-33 DELANKET PURCHASE ORDER
 48.98

 80933/3
 PI6897 028760 00 08/13/2014 001-2029-451.30-32 DELANKET PURCHASE ORDER
 25.99

 81162/3
 PI7140 028760 00 08/13/2014 001-2029-451.30-56 DELANKET PURCHASE ORDER
 25.99

 81162/3
 PI7141 028760 00 08/13/2014 012-2025-431.30-56 DELANKET PURCHASE ORDER
 19.94

 80945/3
 PI6984 028760 00 08/13/2014 0000959 00 ACE HARDWARE VENDOR TOTAL * 337.71

0000960 00 ADAMS OIL INC

07710 PI7074 030276 00 08/13/2014 001-1206-422.30-44 FIELD PURCHASE ORDER 1,680.30

07708 PI7072 030276 00 08/13/2014 001-2027-452.30-44 FIELD PURCHASE ORDER 701.10

07707 PI7071 030276 00 08/13/2014 001-2042-440.30-44 FIELD PURCHASE ORDER 1,236.29

07709 PI7073 030276 00 08/13/2014 012-2025-431.30-44 FIELD PURCHASE ORDER 1,869.60 VENDOR TOTAL * 5,487.29 0006353 00 ADVANCE SERVICES INC 302982 PI6956 029633 00 08/13/2014 001-1305-430.20-99 BLANKET PURCHASE ORDER 348.00 VENDOR TOTAL * 348.00 0000965 00 ALL SYSTEMS LLC 90.00 62737 P16960 029953 00 08/13/2014 001-2026-451.20-60 GENERAL 90.00 62737 P16961 029953 00 08/13/2014 001-2026-451.30-56 GENERAL 175.57 VENDOR TOTAL * 265.57 0006169 00 AMERICAN BROADBAND INTERNET 0006169 00 AMERICAN BROADBAND INTERNET 51514 0814 PI7209 028979 00 08/13/2014 001-1011-419.20-12 BLANKET PURCHASE ORDER 175.00 VENDOR TOTAL * 175.00 VENDOR TOTAL * 2,556.00 0002954 00 ASPHALT AND CONCRETE MATERIALS CO

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PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

EXPENDITURE APPROVAL LIST AS OF: 08/13/2014 CHECK DATE: 08/13/2014

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City of Fremont

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0002954	0.0	ASPHAL	T AND C	CONCRETE MATERI	IALS CO			
00040281		PI7054 PI7208	028971	00 08/13/2014	012-2025-431.30-69	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	202.28 261.76	
0003298	0.0	AIITO 7 O	NE INC			VENDOR TOTAL *	464.04	
1652769900	00	PI6990	028763	00 08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER		
0000984	0.0	В&К	BODY SE	HOP TITIC			18.99	
BK4278-865		PI6964	030129	00 08/13/2014	001-1015-415.20-45	GENERAL	2,661.35	
0002763	0.0	BAKER	& TAYLO	OR BOOKS		VENDOR TOTAL *	2,661.35	
2029565296		PI7170	028831	00 08/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER		
0003423	0.0	BAKER	& TAYLO	OR ENTERTAINMEN	JT		134.77	
M46738450		PI7171	028832	00 08/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	126.60	
0004311	0.0	BAUER	BUILT I	INC		VENDOR TOTAL *	126.60	
880032192 880032192 880032261 880032261		PI7075 PI7076 PI7146	028764 028764 028764	00 08/13/2014 00 08/13/2014 00 08/13/2014	012-2025-431.20-60 012-2025-431.30-63 012-2025-431.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	12.00 4.50 16.00 14.15	
					012 2023 131.30 30	VENDOR TOTAL *	46.65	
9999999 107605 BER	00 GANZ	BERGAN 2A000707	IZA, CAF	RLA 00 08/13/2014	001-0000-202.04-00	CARLA BERGANZA/COMM RM	50.00	
0000994	0.0	BIG B'	S COPTE	ē.S		VENDOR TOTAL *	50.00	
105990	00	PI6903	028765	00 08/13/2014	001-1013-432.30-31	BLANKET PURCHASE ORDER		
0005162	0.0	BI ₋ T PI	JIMBING	HEATING & A/C	TNC	VENDOR TOTAL *	14.00	
9211 9211 9165 9165 9178		PI7113 PI7114 PI6953 PI6954 PI7058	029155 029155 029155 029155 029155	00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014	001-1209-421.20-60 001-1209-421.30-49 001-2026-451.20-60 001-2026-451.20-99 012-2025-431.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	50.00 35.71 75.00 25.00 50.00 54.08	
0004035	00	BOMGAA	ARS SUPI	PLY INC		VENDOR TOTAL *	289.79	
1675079 1675859 1674089		PI6992 PI7077	028766 028766	00 08/13/2014 00 08/13/2014 00 08/13/2014	001-2027-452.30-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	209.97 119.98 49.49	

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont

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		BOMGAARS SUP					
					VENDOR TOTAL *	379.44	
0003427 B3544471 B3548705 B3557578 B3559488 B3561186	00	BRODART CO PI7094 028835 PI7095 028835 PI7172 028835 PI7173 028835 PI7174 028835	00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	VENDOR TOTAL * BLANKET PURCHASE ORDER	59.99 73.86 84.99 37.09 96.76	
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0000584 AUG 14 WC AUG 14 WC	00	CEI 000732 000731	00 08/13/2014 00 08/13/2014	001-1015-415.10-26 012-2025-431.10-26	VENDOR TOTAL * AUG 14 WC AUG 14 WC VENDOR TOTAL *	EFT: EFT:	19,474.92 1,054.67
					VENDOR TOTAL *	.00	20,529.59
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0005960 2681	00	CHRISTENSEN PI7137 030280	CORPORATION 00 08/13/2014	012-2032-431.45-20		972.88	
					VENDOR TOTAL *	972.88	
CLC002364 CLC002364 CLC002364 CLC0023665 CLC002367 CLC002364	00 35-00 52-00 70-00 57-00 28-00	CHRISTENSEN 1PI7078 028768 1PI7148 028768 1PI7150 028768 1PI7151 028768 1PI7152 028768 1PI7149 028768	LUMBER INC 8 00 08/13/2014 8 00 08/13/2014 8 00 08/13/2014 8 00 08/13/2014 8 00 08/13/2014 8 00 08/13/2014	001-2026-451.30-49 001-2026-451.40-13 001-2026-451.30-49 001-2026-451.30-49 001-2027-452.30-49 001-2029-451.30-49	BLANKET PURCHASE ORDER	23.40- 209.82 44.00 46.93 56.78 98.13	
					VENDOR TOTAL *	432.26	
0005201 2045222902 2045223303 2045223112	00 2 3 2	COCA-COLA RE PI6937 028849 PI6939 028849 PI6938 028849	FRESHMENTS USA I 0 00 08/13/2014 0 00 08/13/2014 0 00 08/13/2014	NC 001-2029-451.30-41 001-2029-451.30-41 001-2030-451.30-41	VENDOR TOTAL * BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	248.40 216.00 559.54	
				001-1209-421.20-13	VENDOR TOTAL *	1.023.94	
0005994 205713 205739	00	CONSOLIDATED PI7060 029773 PI7116 029773	MANAGEMENT CO 00 08/13/2014 00 08/13/2014	001-1209-421.20-13 001-1209-421.20-13	GENERAL GENERAL	166.00 36.00	
0002001	0.0	CODMITTERED	TANDE TANDE		VENDOR TOTAL *	202.00	
0002001 885545			TATE INDUSTRIES 0 00 08/13/2014	001-1209-421.30-35		167.00	
					VENDOR TOTAL *	167.00	

EXPENDITURE APPROVAL LIST AS OF: 08/13/2014 CHECK DATE: 08/13/2014

PAGE

4

PROGRAM: GM339L City of Fremont

General	Fund	BANK: 00

TEND NO	опош						
VEND NO	SEQ#	VENDOR NAME	BNK CHECK/DITE	ACCOUNT	ттъм	CHECK	EFT, EPAY OR
NO		NO NO	DATE	NO	ITEM DESCRIPTION	AMOUNT	AMOUNT
0002897	00	DIERS INC					
111324P		PI6905 028772	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	496.59	
111327P		PI6993 028772	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	44.88	
111331P		PI6994 028772	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	75.00-	
111394P		PI6995 028772	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	25.24	
326527		PI7153 028772	00 08/13/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER	151.39	
326527		P17154 028772	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	201.20	
					VENDOR TOTAL *	844.30	
0001313	00	DILLON CHEVR	OLET FREMONT INC	!, SID			
183137		PI6906 028773	00 08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	59.61	
183245		PI6907 028773	00 08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	42.50	
				001 1000 415 00 00	VENDOR TOTAL *	102.11	
0003626	00	DODGE COUNTY	CLERK	001_1003_415 20_00			
0/1414		110000 020004	00 00/15/2014	001 1003 413.20 99	FIELD PURCHASE ORDER	5,101.02	
0001070	0.0	DODGE GOIMEN	DEGLEMED OF DEE	ודים מורים	VENDOR TOTAL *	9,101.82	
201402201	00	DUDGE COUNTY	00 00/13/2014	001 1002 41E 20 22	DIANKET DIDCIIACE ODDED	10.00	
201403201		DT7023 020071	00 06/13/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	28 00	
201403202		F17024 020071	00 00/13/2014	001-1003-413.20-33	BLANKET FORCHASE ORDER	20.00	
000000	0.0	DOMINI TOTAL	00 08/13/2014		BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER VENDOR TOTAL *	38.00	
104226 DOM	עייני	000710	00 00/12/2014	001-0000-202 04-00	TOUN DOWTY/KEY DEDOCTT	20 00	
0006357	0.0	DREWS DOUGL	. Z.G.		VENDOR TOTAL *	30.00	
072714	00	PT7217 029679	00 08/13/2014	001-2027-452.20-99	GENERAL	407.00	
080314		PI7218 029679	00 08/13/2014	001-2027-452.20-99	GENERAL	419.66	
					VENDOR TOTAL * GENERAL GENERAL VENDOR TOTAL * GENERAL GENERAL GENERAL	826 66	
0003087	0.0	EAKES OFFICE	PLUS INC		VENDOR TOTAL	020.00	
6457658-0	00	PT6979 030244	00 08/13/2014	001-1007-415 30-31	GENERAL.	62 00	
6457658-0		PI6980 030244	00 08/13/2014	001-1016-414.30-31	GENERAL	93.00	
6449264-0		PI7129 030194	00 08/13/2014	001-1209-421.30-31	GENERAL	172.50	
6457658-0		PI6981 030244	00 08/13/2014	001-2029-451.30-31	VENDOR TOTAL * GENERAL GENERAL GENERAL VENDOR TOTAL *	93.00	
				B INC 034-0790-421.20-99	VENDOR TOTAL *	420.50	
0003278	0.0	EASTERN NEBR	ASKA FORENSIC LA	B INC	VENDOR TOTTLE	120.30	
JULY 2014		PI7169 028818	00 08/13/2014	034-0790-421.20-99	BLANKET PURCHASE ORDER	1/5.00	
					VENDOR TOTAL *	175 00	
0002959	00	EGAN SUPPLY	CO		. 21.2010 101111	175.00 11.50 52.88 260.30 11.50 260.30	
212172		PI7120 030040	00 08/13/2014	001-2026-451.20-99	GENERAL	11.50	
212172		PI7121 030040	00 08/13/2014	001-2026-451.30-49	GENERAL	52.88	
212171		PI7118 030038	00 08/13/2014	001-2028-451.30-49	GENERAL	260.30	
212171		PI7117 030038	00 08/13/2014	001-2026-451.20-99 001-2026-451.30-49 001-2028-451.30-49 001-2030-451.20-99 001-2030-451.30-49	GENERAL	11.50	
212171		PI/IIA 030038	00 08/13/2014	001-2030-451.30-49	GENERAL	260.30	

PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

EXPENDITURE APPROVAL LIST

5

PAGE

AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont General Fund BANK: 00

GCIICIAI	runa				PAINT: 00		
VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
	00	EGAN SUPPLY	CO				
					VENDOR TOTAL *	596.48	
0001091 06487		PI7067 030251	L 00 08/13/2014	001-2026-451.30-35	GENERAL	129.60	
					VENDOR TOTAL *	129.60	
0003279 1662257	00	EMERGENCY ME PI6973 030226	EDICAL PRODUCTS 00 08/13/2014	INC 001-1206-422.30-33	VENDOR TOTAL * GENERAL VENDOR TOTAL *	367.60	
					VENDOR TOTAL *	367.60	
0006234 10548	00	EVANCED SOLU PI7242 030228	JTIONS LLC 3 00 08/13/2014	001-2031-419.30-55	GENERAL VENDOR TOTAL *	1,840.00	
0006393	0.0	FATRFTEI.D TN	JN		VENDOR TOTAL *	1,840.00	
434C4000	03280	PI6962 030077	7 00 08/13/2014	001-1004-424.20-13	GENERAL	99.95	
					VENDOR TOTAL *	199.90	
3234477 3222843 3222844 3222845 3236150 3240798 3240799		PI7017 028850 PI6940 028850 PI6941 028850 PI7018 028850 PI7019 028850 PI7020 028850	0 00 08/13/2014 0 00 08/13/2014 0 00 08/13/2014 0 00 08/13/2014 0 00 08/13/2014 0 00 08/13/2014	001-2029-451.30-41 001-2030-451.30-41 001-2030-451.30-41 001-2030-451.30-41 001-2030-451.30-41 001-2030-451.30-41 001-2030-451.30-41	BLANKET PURCHASE ORDER	670.66 1,503.29 9.30 147.56 1,108.64 1,361.69 235.10	
						-,	
NEFRE116 NEFRE116			MPANY 5 00 08/13/2014 5 00 08/13/2014		BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	67.79 31.41	
					VENDOR TOTAL *	99.20	
0006406 072414		PI7230 030098	3 00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	155.85	
0000067	0.0		5 00 08/13/2014		VENDOR TOTAL *	155.85	
99613	00	PI6910 028776	0 00 00/13/2014	012-2025-451.20-00	BLANKET PURCHASE ORDER	19.75	
0001100	0.0	DOOD 4 1 DGG			VENDOR TOTAL *	19.75	
0001102 027843		FOOD-4-LESS PI7178 028840	0 00 08/13/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	8.11	
0001105	0.0	EDEMONE	. MEDICAL CENTER		BLANKET PURCHASE ORDER VENDOR TOTAL * BLANKET PURCHASE ORDER	8.11	
8891237	EMP#14	FREMONT AREA 11PI6943 028872	A MEDICAL CENTER 2 00 08/13/2014	001-1206-422.20-35	BLANKET PURCHASE ORDER	355.50	

EXPENDITURE APPROVAL LIST

PAGE

6

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont

SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
00	FREMONT AREA	MEDICAL CENTER				
0.0	EDEMONT ADEA	MEDICAI CENTED		VENDOR TOTAL *	355.50	
C	000711	00 08/13/2014	001-0000-202.04-00	FAMC/CF DEPOSIT	200.00	
0.0	EDEMONT AUTA	TION		VENDOR TOTAL *	200.00	
00	PI7105 028926	00 08/13/2014	029-2034-466.20-99	FIELD PURCHASE ORDER	1,189.00	
0.0	FPFMONT BIIII.	DEDS SIIDDIV INC		VENDOR TOTAL *	1,189.00	
00	PT7232 030159	00 08/13/2014	001-1206-422 20-60	GENERAL.	175 00	
	PT7232 030159	00 08/13/2014	001-1206-422 30-49	GENERAL.	707 20	
	PI7082 028777	00 08/13/2014	029-2034-466.30-49	BLANKET PURCHASE ORDER	218.80	
				VENDOR TOTAL *	1,101.00	
00	FREMONT ELEC PI7213 029154	TRIC INC 00 08/13/2014	029-2034-466.20-60	BLANKET PURCHASE ORDER	50.00	
				VENDOR TOTAL *	50.00	
00	FREMONT PRIN P16967 030188	TING CO 00 08/13/2014	001-1209-421.30-35	GENERAL	46.85	
0.0				VENDOR TOTAL *	46.85	
00	FREMONT TRIB	UNE	001 1002 415 20 22		6 22	
	PI/U9/ U288/3	00 08/13/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.22	
	PI/098 0288/3	00 08/13/2014	001-1003-415.20-33	BLANKET DIDGUAGE ODDER	12.70	
	PI/099 0200/3	00 00/13/2014	001-1003-415.20-33	BLANKET DIDCHASE ORDER	0.33	
	DT7038 028873	00 08/13/2014	001-1003-413.20-33	DIVIKEL DIDGAVE ODDED	11 12	
	DT7030 020073	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	10 47	
	PT7040 028873	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	10.47	
	PI7041 028873	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	10.80	
	PI7042 028873	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	11.13	
	PI7043 028873	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	10.15	
	PI7044 028873	00 08/13/2014	001-2021-412.20-33	BLANKET PURCHASE ORDER	10.80	
	PI7025 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	60.76	
	PI7026 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	116.62	
	PI7027 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	115.39	
	PI7028 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	61.53	
	PI/029 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	31.42	
	PI/U3U U288/3	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	50.92 10.1F	
	DT7031 U200/3	00 00/13/2014	001-2024-410.20-33	DIANKET PURCHASE ORDER	9 22	
	PT7032 020073	00 08/13/2014	001-2024-416 20-33	BLANKET PURCHASE ORDER	10 80	
	PI7034 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.47	
	PI7035 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	11.45	
	PI7036 028873	00 08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	10.47	
	00 C 00 00	00 FREMONT AREA 00 FREMONT AREA 00 FREMONT AVIA PI7105 028926 00 FREMONT BUIL PI7232 030159 PI7233 030159 PI7082 028777 00 FREMONT ELEC PI7213 029154 00 FREMONT PRIN PI6967 030188	00 FREMONT AREA MEDICAL CENTER 00 FREMONT AREA MEDICAL CENTER 000711 00 08/13/2014 00 FREMONT AVIATION PI7105 028926 00 08/13/2014 00 FREMONT BUILDERS SUPPLY INC PI7232 030159 00 08/13/2014 PI7082 028777 00 08/13/2014 PI7082 028777 00 08/13/2014 00 FREMONT ELECTRIC INC PI7213 029154 00 08/13/2014 00 FREMONT PRINTING CO PI6967 030188 00 08/13/2014	00 FREMONT AREA MEDICAL CENTER 00 FREMONT AREA MEDICAL CENTER 000711 00 08/13/2014 001-0000-202.04-00 00 FREMONT AVIATION PI7105 028926 00 08/13/2014 029-2034-466.20-99 00 FREMONT BUILDERS SUPPLY INC PI7232 030159 00 08/13/2014 001-1206-422.20-60 PI7233 030159 00 08/13/2014 001-1206-422.30-49 PI7082 028777 00 08/13/2014 029-2034-466.30-49 00 FREMONT ELECTRIC INC PI7213 029154 00 08/13/2014 029-2034-466.20-60 00 FREMONT PRINTING CO PI6967 030188 00 08/13/2014 001-1209-421.30-35	VENDOR TOTAL * OO FREMONT AREA MEDICAL CENTER OO FREMONT AREA MEDICAL CENTER OO FREMONT AVIATION P17105 028926 00 08/13/2014 029-2034-466.20-99 FIELD PURCHASE ORDER VENDOR TOTAL * VENDOR TOTAL * VENDOR TOTAL * VENDOR TOTAL * OO FREMONT BUILDERS SUPPLY INC P17232 030159 00 08/13/2014 001-1206-422.20-60 GENERAL P17233 030159 00 08/13/2014 001-1206-422.30-49 GENERAL P17082 028777 00 08/13/2014 029-2034-466.30-49 BLANKET PURCHASE ORDER OO FREMONT ELECTRIC INC P17213 029154 00 08/13/2014 029-2034-466.20-60 BLANKET PURCHASE ORDER VENDOR TOTAL * VENDOR TOTAL * VENDOR TOTAL * VENDOR TOTAL * OO FREMONT PRINTING CO P16967 030188 00 08/13/2014 001-1209-421.30-35 GENERAL OO FREMONT PRINTING CO P16967 030188 00 08/13/2014 001-1209-421.30-35 GENERAL	VENDOR TOTAL * 355.50 VENDOR TOTAL * 355.50

EXPENDITURE APPROVAL LIST
AS OF: 08/13/2014 CHECK DATE: 08/13/2014

PROGRAM: GM339L City of Fremont

PREPARED 08/07/2014, 10:39:35

General Fund BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNI	K CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001131	00	FREMONT TRI	BUNE	00/12/0014	001 0004 416 00 22		0.16	
74344		P17037 02887	3 00	08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	R 9.16	
74396		P17045 02887	3 00	08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	R 9.16	
74397		PI/046 02887	3 00	08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	K 9.49	
74398		PI/04/ 0288/	3 00	08/13/2014	001-2024-416.20-33	BLANKEI PURCHASE ORDER	X 1U.15	
74399		PI/U48 U288/	3 00	08/13/2014	001-2024-416.20-33	BLANKET PURCHASE ORDER	X 8.84	
74400		P1/049 02007	3 00	00/13/2014	001-2024-410.20-33	BLANKET PURCHASE ORDER	R 9.16 R 9.16 R 9.49 R 10.15 R 8.84 R 8.84	
						VENDOR TOTAL *	717.14	
0006182	00	FREMONT TRU	JCK &	AUTO PARTS	INC	,		
148355		PI6911 02877	8 00	08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	R 11.18	
148379		PI6912 02877	8 00	08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	R 39.00	
148639		PI6915 02877	78 00	08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	R 30.97	
148910		PI7155 02877	78 00	08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	R 11.98	
148765		PI6998 02877	8 00	08/13/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	R 7.40	
149012		PI7001 02877	8 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 292.41	
149057		PI7002 02877	78 00	08/13/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	R 14.24	
149138		PI7005 02877	78 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 35.83	
149159		PI7006 02877	78 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 9.23	
149114		PI7156 02877	78 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 100.00-	
149230		PI7159 02877	8 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 260.13	
149307		PI7160 02877	8 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 68.97	
149323		PI7161 02877	8 00	08/13/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	R 12.45	
148379		PI6913 02877	8 00	08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	R 44.71	
148399		PI6914 02877	8 00	08/13/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	R 83.48	
148688		PI6996 02877	8 00	08/13/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	R 196.82	
148746		PI6997 02877	8 00	08/13/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	R 138.20	
148793		PI6999 02877	8 00	08/13/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	R 74.16-	
148985		PI7000 02877	8 00	08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	R 91.66	
149057		P17003 02877	8 00	08/13/2014	012-2025-431.30-44	BLANKET PURCHASE ORDER	R 16.47	
149102		PI/004 028/	8 00	08/13/2014	012-2025-431.30-44	BLANKET PURCHASE ORDER	R 6.50	
149114		PI/15/ U28/	78 00	08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	R 91.66-	
149196		P1/158 U28//	8 00	08/13/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	K 00.03	
						VENDOR TOTAL *	8.84 717.14 R	
0002924	00	FREMONT WAS	TE TI	RANSFER		VENDOR TOTHE	1,1,2,11	
JULY 2014		000713	0.0	08/13/2014	001-2026-451.20-99	JULY 2014	48.82	
JULY 2014		000712	00	08/13/2014	001-2027-452.20-99	JULY 2014	158.65	
JULY 2014		000714	00	08/13/2014	012-2025-431.20-99	JULY 2014	279.31	
							40.5 =0	
0001122	0.0	DDDM○NTT 147TN	ואזניי כי	ON CO		VENDOR TOTAL *	1,172.44 48.82 158.65 279.31 486.78	
0001132	UU	PIEDIONI WIN	10 UU 111FT2(OIN CO 00/12/2014	001_2027_452_20_40	DIAMKET DIDCITACE OPPET	2 0 0	
270244 00		DI6010 02077	70 00	00/13/2014	001-2027-452.30-49	DIANKET DIDCUACE OPPER	Λ 3.0U D 100 1F	
270344-00		DT7083 020/	70 U	00/13/2014	001-202/-452.30-56	BIVANKEL LOKCHVOE OKDER	21 77 P	
269192-01		DT6916 02877	79 NN	08/13/2014	001 2027 452.50450	BI'VIKEL LOWCHASE OKDER	21.// R 185 95	
270469-00		PT7162 02877	79 NN	08/13/2014	001-2030-451 30-49	BI'VIKEL DIBCHASE OKDER	3.80 R 193.15 R 21.77 R 185.95 R 29.52	
2,0100 00		11/102 020//	, 00	00/13/2014	001 2000 101.00 40	DELICITED ONDER	27.32	

VENDOR TOTAL * 434.19

7

PAGE

EXPENDITURE APPROVAL LIST

PAGE

8

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont

VEND NO INVOICE NO	 SEQ# 7	VENDOR NAME /OUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	FUMC FLAME TH	HROWERS		FUMC/CHURCH KEY DEPOSIT		
						30.00	
0006263 52482902 52499785	00	GALE/CENGAGE PI7176 028837 PI7177 028837	LEARNING INC 00 08/13/2014 00 08/13/2014	001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER		
						66.69	
0004626 834496 834496	00	GAMETIME PI7124 030167 PI7125 030167	00 08/13/2014 00 08/13/2014	001-2027-452.20-99 001-2027-452.30-56		192.03 784.00	
			V CO		VENDOR TOTAL *		
9999999 103380 GAV	00 ILON	GAVILON GRAIN 000717	N CO 00 08/13/2014	001-0000-202.04-00	GAVILON GRAIN/CF ARENA		
					VENDOR TOTAL *	200.00	
0004197 070814 EMP	00 #141	GENERAL RADIO PI7101 028874	OLOGY PC 00 08/13/2014	001-1206-422.20-35	BLANKET PURCHASE ORDER	49.50	
					VENDOR TOTAL *	49.50	
0001139 50349020 50349219 50349835 50350182	00	GERHOLD CONCE PI6919 028780 PI6920 028780 PI7007 028780 PI7008 028780	RETE CO INC 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014	012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	295.00 330.00 132.00 390.00	
						1,147.00	
0001153 52763	00	GREENS GREENF PI7248 030274	HOUSES INC 00 08/13/2014	001-2031-455.30-51	GENERAL	40.00	
					VENDOR TOTAL *	40.00	
0006396 072914	00	HARMAN, MICHA PI7221 030081	AEL ALLEN 00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	124.80	
					VENDOR TOTAL *	124.80	
0003500 902	00	HASTINGS ENTE PI7179 028841	ERTAINMENT #9730 00 08/13/2014		BLANKET PURCHASE ORDER		
					VENDOR TOTAL *	139.75	
0006392 072914	00	HEINEMAN, ALI PI7222 030082	LISON 00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	196.50	
					VENDOR TOTAL *	196.50	
0006397 072314	00	HENKENINS, NI PI7223 030083	ICHOLAS 00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER		
						47.40	

General Fund

EXPENDITURE APPROVAL LIST AS OF: 08/13/2014 CHECK DATE: 08/13/2014

9

PAGE

PROGRAM: GM339L City of Fremont

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005556	00	HORIZON BIOF	UELS	020 2010 270 00 00	TOAN OVERDANMENE	1 666 67	
					VENDOR TOTAL *	1,666.67	
12050	00	HURST LAWN S. PI7219 029848	00 08/13/2014	001-2031-455.20-99	GENERAL	245.00	
0001167	0.0	HY-VEE			VENDOR TOTAL *	245.00	
2132454928 2132770499 2132770499 2132870880 2132405295 5604180105 5605251510	3 3 9 9 5 5	PI6922 028781 PI6923 028781 PI6924 028781 PI7009 028781 PI6921 028781 PI6925 028781 PI6926 028781	00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014	001-2029-451.30-41 001-2029-451.30-41 001-2029-451.30-79 001-2029-451.30-41 001-2030-451.30-41 001-2030-451.30-41	VENDOR TOTAL * GENERAL VENDOR TOTAL * BLANKET PURCHASE ORDER VENDOR TOTAL * BLANKET PURCHASE ORDER	40.95 132.08 14.99 29.94 36.72 23.97 16.64	
0005752 947606 947607 947608	00	IMA INC - BE PI7106 028952 PI7107 028952 PI7108 028952	NEFITS DIVISION 00 08/13/2014 00 08/13/2014 00 08/13/2014	060-0660-441.70-07 060-0660-441.70-07 060-0660-441.70-07	VENDOR TOTAL * BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	295.29 3,750.00 3,750.00 3,750.00	
					VENDOR TOTAL *	11,250.00	
30398984 30398984 30398984		PI7240 030206	00 08/13/2014	001-2030-451.20-99	GENERAL GENERAL GENERAL	530.00 38.77 236.00	
		-		HR 001-1209-421 30-51	VENDOR TOTAL *	804.77	
0000193 24202839	00	INTL PUBLIC 1 PI7128 030190	00 00/13/2011	001 1200 121.50 51	BLANKET PURCHASE ORDER	240.00	
					VENDOR TOTAL *	240.00	
288443 288443	00	PI7084 028783 PI7085 028783	00 00/13/2011	001 2027 152120 56	BLANKET PURCHASE ORDER	1.00	
0001600	0.0				VENDOR TOTAL *	67.95	
1-11891380	782	PI6965 030136	00 08/13/2014	001-1209-421.20-60	GENERAL	728.00	
0006054	0.0	TONIES ATTRONO			VENDOR TOTAL *	728.00	
1-8529 1-9320 1-9320 1-9327 1-9328	00	PI6955 029512 PI6970 030212 PI6971 030212 PI6976 030236 PI6977 030236	00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014 00 08/13/2014	001-1209-421.40-12 001-1209-421.20-60 001-1209-421.30-56 001-1209-421.20-60 001-1209-421.20-60	VENDOR TOTAL * GENERAL VENDOR TOTAL * GENERAL	254.82 285.00 15.00 95.00 142.50	

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EXPENDITURE APPROVAL LIST

PAGE

10

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont

VEND NO SEQ: INVOICE NO	VENDOR NAME VOUCHER P.O. BNK CHECK/DUE NO NO DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
	JONES AUTOMOTIVE INC				
			VENDOR TOTAL *	792.32	
MC-114077090	KFMT RADIO PI7190 028858 00 08/13/2014	001-2030-451.20-33	BLANKET PURCHASE ORDER	111.65	
	KHUB RADIO		VENDOR TOTAL *		
MC-114077090	PI7189 028857 00 08/13/2014	001-2030-451.20-33	BLANKET PURCHASE ORDER	111.65	
0005003 00	LANG, JOHN		VENDOR TOTAL *	111.65	
0005803 00 277	PI6983 030264 00 08/13/2014	024-0772-490.20-99	FIELD PURCHASE ORDER	300.00	
0002000 00	LARSEN INTERNATIONAL		VENDOR TOTAL *	300.00	
T77054 C087348 C087348 T77045	PI7070 030275 00 08/13/2014 PI7086 028786 00 08/13/2014 PI7087 028786 00 08/13/2014 PI7088 028786 00 08/13/2014	001-1206-422.30-63 001-1206-422.20-60 001-1206-422.30-63 012-2025-431.30-69	GENERAL BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	266.85 61.75 102.71 32.66	
			VENDOR TOTAL *	463.97	
1149215 0814	PI7249 030293 00 08/13/2014	001-2031-455.20-93	GENERAL	105.99	
			VENDOR TOTAL *	105.99	
1433/1	LOGISTECH INC PI7180 028843 00 08/13/2014 PI7181 028843 00 08/13/2014	001-2031-455.50-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	45.75 66.86	
000000	LUPTON, ANGELICA		VENDOR TOTAL *		
105177 LUPTON	000719 00 08/13/2014	001-0000-202.04-00	ANGELICA LUPTON/COMM RM	50.00	
0006010 00	MARKINGON EDT CAG TMG		VENDOR TOTAL *		
0006212 00 09551537 09581329 50633037 09522020 09551496	MATHESON TRI-GAS INC PI6928 028787 00 08/13/2014 PI7010 028787 00 08/13/2014 PI7163 028787 00 08/13/2014 PI6927 028787 00 08/13/2014 PI7250 030305 00 08/13/2014	001-1206-422.30-32 001-1206-422.30-32 001-2030-451.20-70 012-2025-431.30-64 012-2025-431.30-56	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	20.21 32.92 4.96 73.23 263.86	
			TIENDOD TOTAL *	20E 10	
50272 57911 58150 58150 58606	MENARDS - FREMONT PI7011 028790 00 08/13/2014 PI6931 028790 00 08/13/2014 PI7012 028790 00 08/13/2014 PI7013 028790 00 08/13/2014 PI7164 028790 00 08/13/2014	001-1206-422.30-79 001-2027-452.30-49 001-2030-451.30-33 001-2030-451.30-49 001-2030-451.30-49	BLANKET PURCHASE ORDER	44.99 10.95 9.99 33.36 28.68	

EXPENDITURE APPROVAL LIST

PAGE

11

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

City of Fremont

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001000	0.0						
0001229	00	MENARDS - FR	EMONT		BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER		
58780		PI7165 028790	00 08/13/2014	001-2030-451.30-79	BLANKET PURCHASE ORDER	22.74	
57563		PI6929 028790	00 08/13/2014	001-2042-440.30-33	BLANKET PURCHASE ORDER	99.00	
57563		PI6930 028790	00 08/13/2014	001-2042-440.30-49	BLANKET PURCHASE ORDER	47.86	
58641		PI7014 028790	00 08/13/2014	012-2025-431.30-48	BLANKET PURCHASE ORDER	36.53	
58641		PT7015 028790	00 08/13/2014	012-2025-431 30-79	BIANKET DIRCHASE ORDER	19 94	
58808		DT7166 028790	00 08/13/2011	012 2025 131.30 75	BLYMKEL DIDCRYCE ODDED	47 56	
30000		11/100 020/00	00 00/13/2014	012 2023 431.30 73	BLANKET FORCHASE ORDER	17.50	
					VENDOR TOTAL *	401.60	
0003474	00	METROPOLITAN	COMMUNITY COLLEC	GE .			
663		PI7220 030051	00 08/13/2014	001-1206-422.20-13	GENERAL	899.00	
					VENDOR TOTAL *	899.00	
0004095	00	MIDWEST TAPE					
91992091		PI7096 028845	00 08/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	100.80	
92017372		PI7182 028845	00 08/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	69.02	
92020402		PI7183 028845	00 08/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	25.34	
92030810		DT7184 028845	00 08/13/2014	001-2031-455 30-51	RIANKET DIRCHASE ORDER	71 36	
J2030010		117101 020013	00 00/13/2011	001 2031 133.30 31	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	71.30	
				001-1206-422 30-33	VENDOR TOTAL *	266.52	
0002421	0.0	MOORE MEDICA	L LLC		,		
98270520	I	PI6972 030225	00 08/13/2014	001-1206-422.30-33	GENERAL	349.39	
					VENDOR TOTAL *	349.39	
9999999	0.0	MORENO, MARI	0				
105178 MO	RENO	000720	00 08/13/2014	001-0000-202.04-00	MARIO MORENO/C AUD DEP	100.00	
			,,				
					VENDOR TOTAL *	100.00	
0006400	0.0	MIII.TKEN KE	LSEY				
072214	00	DT7224 030085	00 08/13/2014	001-2029-451 20-99	DIVMKEL DIDGRAGE UDDED	51 00	
0/2214		P1/224 030003	00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	51.00	
					MENDOD TOTAL *	E1 00	
0005030	0.0	MIINITATDAT EM	EDCENCY CEDUICE I	ED EMONT	VENDOR TOTAL * BLANKET PURCHASE ORDER	51.00	
0003036	00	MUNICIPAL EM	ERGENCI SERVICE-I	REMONI	DI ANIZEE DIDGITAGE ODDED	30 50	
00540050		P1/089 028/89	00 08/13/2014	001-1206-422.20-60	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	39.50	
00540050		P17090 028789	00 08/13/2014	001-1206-422.30-56	BLANKET PURCHASE ORDER	30.00	
					TITITOD TOTAL 4	60.50	
000000	0.0				VENDOR TOTAL *	69.50	
0002006	00	NEBR DEPT OF	REVENUE				
273392961	0714	PI7214 029162	00 08/13/2014	001-2026-451.20-99	BLANKET PURCHASE ORDER	107.25	
			REVENUE 00 08/13/2014				
0000000	0.0				VENDOR TOTAL *	107.25	
0003977	00	NEBR DEPT OF	REVENUE				
13392961	0714	PI7215 029163	00 08/13/2014	001-2027-452.20-99	BLANKET PURCHASE ORDER	49.89	
13392961	0/14	PI/210 029103	00 08/13/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	261.95	
			IES COUNCIL		VENDOR TOTAL *	311.84	
0004401	00	NEBR HUMANIT	IES COUNCIL				
100514 EN	FORF	PI7243 030250	00 08/13/2014	001-2031-455.30-79	GENERAL	75.00	
					VENDOR TOTAL *	75.00	

PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

EXPENDITURE APPROVAL LIST AS OF: 08/13/2014 CHECK DATE: 08/13/2014

PAGE 12

City of Fremont

VEND NO SINVOICE	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003608	00	NORTHEAST NE	BR ECONOMIC DEV	DIST			
					BLANKET PURCHASE ORDER		
					VENDOR TOTAL *	9,413.00	
INV020706		PI7066 030241	00 08/13/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	179.47	
					VENDOR TOTAL * BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	179.47	
0001020	00	O'REILLY AUT	OMOTIVE INC	001 1000 401 20 62		21 00	
0397-21408	8	P16933 U28/94	00 08/13/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	31.09	
0397-21421	9	PI6932 028794	00 08/13/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	68.63	
000000	0.0	OFFT CENTET			VENDOR TOTAL *	148.16	
745854-0	00	PI6947 028889	00 08/13/2014	001-1004-424.20-70	BLANKET PURCHASE ORDER	36.74	
744687-0		PI7131 030247	00 08/13/2014	001-1016-412.30-31	BLANKET PURCHASE ORDER	125.49	
744687-0		PI7132 030247	00 08/13/2014	001-1016-414.30-31	BLANKET PURCHASE ORDER	305.08	
746044-0		PI7193 028889	00 08/13/2014	001-1206-422.20-95	BLANKET PURCHASE ORDER	94.86	
746045-0		PI7103 028889	00 08/13/2014	001-1209-421.20-70	BLANKET PURCHASE ORDER	125.00	
745854-0		PI6948 028889	00 08/13/2014	001-1305-430.20-70	BLANKET PURCHASE ORDER	36.75	
745106-0		PI/122 U3U166	00 08/13/2014	001-2026-451.30-31	GENERAL	32.45	
746046-0		PI/U52 U28889	00 08/13/2014	001-2029-451.20-70	CENEDAI	/Z.0U	
745100-0		DT7069 030100	00 08/13/2014	001-2029-451.30-31	GENERAL GENERAL	96 11	
745064-0		PI7133 030273	00 08/13/2014	001-2031-455.30-31	GENERAL	131.60	
745855-0		PI7192 028889	00 08/13/2014	001-2031-455.20-70	BLANKET PURCHASE ORDER	40.42	
746064-0		PI7104 028889	00 08/13/2014	034-0790-421.20-70	BLANKET PURCHASE ORDER	97.50	
745423-0		PI7246 030268	00 08/13/2014	034-0790-421.30-31	GENERAL	127.04	
					VENDOR TOTAL *	148.16 36.74 125.49 305.08 94.86 125.00 36.75 32.45 72.60 38.45 96.11 131.60 40.42 97.50 127.04	
072114		PI6968 030198	00 08/13/2014	001-2029-451.20-16	GENERAL	198.00	
					VENDOR TOTAL *	198.00	
					FIELD PURCHASE ORDER	840.96	
					VENDOR TOTAL *	840.96	
0001842 KT2646	00	OMAHA TRACTO: PI7065 030234	R INC 00 08/13/2014	012-2032-431.45-20	FIELD PURCHASE ORDER		
9999999 107355 ORN	00 ELAS	ORNELAS, HAZ 000721	EL 00 08/13/2014	001-0000-202.04-00	VENDOR TOTAL * HAZEL ORNELAS/C AUD DEP	200.00	
0004.55-					VENDOR TOTAL *	200.00	
0001625 CO65208814	00	OTIS ELEVATO: PI6936 028822	R COMPANY 00 08/13/2014	001-1209-421.20-65	BLANKET PURCHASE ORDER	134.66	

EXPENDITURE APPROVAL LIST
AS OF: 08/13/2014 CHECK DATE: 08/13/2014

PAGE

13

PROGRAM: GM339L
City of Fremont
General Fund

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. BNK CHE NO NO	CK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
	00	OTIS ELEVATOR COMPAN	ΙΥ				
0006304	0.0	DAMBTON MOLLY			VENDOR TOTAL *	134.66	
0006394 072114	00	PI7225 030086 00 08/1	3/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	55.60	
000000	0.0				VENDOR TOTAL *	55.60	
291854	00	PEAVEY CO, LYNN PI7247 030269 00 08/1	3/2014	034-0790-421.30-31	GENERAL VENDOR TOTAL *	154.00	
0006314	0.0	PEST PRO'S INC			VENDOR TOTAL *	154.00	
0006314 TRASTA 07	2814	PI7053 028948 00 08/1	3/2014	001-1013-432.20-99	FIELD PURCHASE ORDER		
0001076	0.0	DEGE EDOL			VENDOR TOTAL *	25.00	
18346 18346	00	PIG944 028880 00 08/1 PIG945 028880 00 08/1	.3/2014 .3/2014	001-2026-451.20-99 001-2029-451.20-99	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	149.00 31.00	
000000	0.0	PETERSON, AMANDA				180.00	
105179 PE	TERSO	N000722 00 08/1	3/2014	001-0000-202.04-00	AMANDA PETERSON/C AUD DEP	200.00	
0005456	0.0	DIENEL DOVIDE ING / GU			VENDOR TOTAL *	200.00	
		PITNEY BOWES INC (SU PI7244 030258 00 08/1	.3/2014	001-2031-455.30-31	GENERAL	198.82	
0000010	0.0				VENDOR TOTAL *	198.82	
584811 584899 584825 584928 584910 584925 585091	00	PLATIE VALLEY EQUIPM PI6982 030256 00 08/1 PI7064 030230 00 08/1 PI7068 030256 00 08/1 PI7134 030265 00 08/1 PI6934 028795 00 08/1 PI7091 028795 00 08/1 PI7167 028795 00 08/1	.3/2014 .3/2014 .3/2014 .3/2014 .3/2014 .3/2014 .3/2014	001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-56 001-2027-452.30-56 012-2025-431.30-63 012-2025-431.30-56 012-2025-431.30-56	VENDOR TOTAL * FIELD PURCHASE ORDER GENERAL FIELD PURCHASE ORDER FIELD PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	665.56 2,164.26 33.34 798.46 125.40 65.08 34.49	
0006100	0.0	DDEMIED CTARRING INC	•		VENDOR TOTAL *	3,886.59	
3905		PI7210 029041 00 08/1	3/2014		BLANKET PURCHASE ORDER	30.00	
0006403	0.0	PUSH, HAYLIE			VENDOR TOTAL *	30.00	
072214		PI7226 030087 00 08/1	3/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	64.80	
					VENDOR TOTAL *	64.80	
74971515 74973263	00	P1/186 U2884/ UU U8/1	.3/2014 .3/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	376.64 116.55	

General Fund

EXPENDITURE APPROVAL LIST

BANK: 00

PAGE

14

PROGRAM: GM339L

City of Fremont

AS OF: 08/13/2014 CHECK DATE: 08/13/2014

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. BNK O	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
74973496		PI7188 028847 00 08	3/13/2014 3/13/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	104.92	
	0.0	RODRIGUEZ, JESS			VENDOR TOTAL *	698.34	
107323 ROD	RIGU	E000723 00 08	3/13/2014	001-0000-202.04-00	JESS RODRIGUEZ/CF MTG RM	50.00	
0001201	0.0	DIMPG FIIDMAGE AND	HADDHADE T	NC 020 2024 466 20 60	VENDOR TOTAL *	50.00	
0001301 072114	00	PI6975 030235 00 08	3/13/2014	029-2034-466.20-60	FIELD PURCHASE ORDER		
0001305	0.0	SAWYER GAS N WASH	T.1.G		VENDOR TOTAL *	400.00	
72714-24	00	PI7092 028797 00 08	3/13/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	249.25	
0006316	0.0		NATED INC		VENDOR TOTAL *	249.25	
0006316 43361	00	SCALES SALES & SEF PI6952 028990 00 08	3/13/2014	001-1013-432.20-99	FIELD PURCHASE ORDER		
0004063	0.0	COUNT ACET OF THE				621.25	
0004863 9242866 9242866 9265537	00	SCHOLASTIC INC PI7126 030176 00 08 PI7127 030176 00 08 PI7234 030176 00 08	3/13/2014 3/13/2014 3/13/2014	001-2031-455.30-79 001-2031-455.30-79 001-2031-455.30-79	GENERAL GENERAL GENERAL GENERAL	1,045.00 331.38 11.38	
9283022 9313072		PI7235 030176 00 08 PI7236 030176 00 08	3/13/2014 3/13/2014	001-2031-455.30-79 001-2031-455.30-79	GENERAL GENERAL	11.34 11.38	
0006203	0.0	SCREENING ONE INC			VENDOR TOTAL	1,410.40	
140800953		P1/211 029142 00 08	3/13/2014	001-2026-451.20-99	BLANKET PURCHASE ORDER		
0001079	0.0	SEARS MD, MARTIN F PI6966 030179 00 08	י		VENDOR TOTAL *	13.00	
071814		PI6966 030179 00 08	3/13/2014	001-1206-422.20-35	GENERAL		
0005155	0.0	SENTRY TECHNOLOGY PI7241 030218 00 08	CORP		VENDOR TOTAL *		
475220						1,650.00	
0001316	0.0	SIFFRING LANDSCAPI	NG & GARDE	N CTR	VENDOR TOTAL * BLANKET PURCHASE ORDER	1,650.00	
27414		PI6935 028800 00 08	3/13/2014	001-2042-440.30-58			
9999999	00	SINTEK, CHRIS				19.96	
103709 SIN 072414 SIN	ITEK ITEK	000724 00 08 000725 00 08	3/13/2014 3/13/2014	001-0000-202.04-00 001-0000-202.04-00	CHRIS SINTEK/KEY DEPOSIT CHRIS SINTEK/KEY DEPOSIT	30.00 30.00	
i						60.00	

VENDOR TOTAL *

60.00

PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

General Fund

EXPENDITURE APPROVAL LIST AS OF: 08/13/2014 CHECK DATE: 08/13/2014

PAGE

15

City of Fremont

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006008	00	SPIES, HALEY	?			23.20	
					VENDOR TOTAL *	23.20	
0003375 886433 886428 886435	00	STATE OF NEE PI6946 028884 PI6949 028892 PI7199 028892	RASKA - CELLULAR 00 08/13/2014 00 08/13/2014 00 08/13/2014	001-1015-415.20-12 001-1209-421.20-99 034-0790-421.20-12		1,322.64 9.00 256.35	
0000016	0.0		DEGEORG THE		VENDOR TOTAL *	1,587.99	
013060 013061	00	PI7055 028985 PI7056 028985	ERECTORS INC 5 00 08/13/2014 5 00 08/13/2014	029-2034-466.20-60 029-2034-466.20-60	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	250.00 780.00	
0006060	0.0		AT TIMENTE		VENDOR TOTAL *	1,030.00	
0006260 P41107	00	PI7062 030104	PLEMENT 1 00 08/13/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	637.06	
					VENDOR TOTAL *	637.06	
0005078 AUG 2014 AUG 2014	00	SUN LIFE FIN PI7206 028953 PI7207 028953	JANCIAL 3 00 08/13/2014 3 00 08/04/2014	060-0660-441.70-06 060-0660-441.70-08	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	2,937.65 3,778.13	
						6,715.78	
0006133 12046	00	SWEEPER PART PI7130 030223	S SALES INC 8 00 08/13/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	4,604.00	
					VENDOR TOTAL *	4,604.00	
0002848 T543481		TERRACON CON PI6959 029853	SULTANTS INC 00 08/13/2014	012-2032-431.45-20	GENERAL	3,363.25	
					VENDOR TOTAL *	3,363.25	
0002718 829655333	00	THOMSON REUT PI7109 029044	TERS - WEST 1 00 08/13/2014	001-1016-412.30-51	BLANKET PURCHASE ORDER	279.34	
					VENDOR TOTAL *	279.34	
0003598	00 314	TIME WARNER PI7102 028885	CABLE 5 00 08/13/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	106.28	
					VENDOR TOTAL *	106.28	
0006063 4347512	00	TITAN MACHIN PI7168 028804	NERY INC (VICTO:	RS)		21.75	
0004041	0.0				VENDOR TOTAL *	21.75	
0004341 145379		ULTRAMAX PI7061 029899	0 00 08/13/2014	001-1209-421.30-68	GENERAL	248.00	
0006419	00	UNIV OF NEBR	R AT OMAHA		VENDOR TOTAL *	248.00	

BANK: 00

PAGE

16

PREPARED 08/07/2014, 10:39:35

PROGRAM: GM339L

City of Fremont

EXPENDITURE APPROVAL LIST

AS OF: 08/13/2014 CHECK DATE: 08/13/2014

General Fund BANK: 00

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0006419 00 UNIV OF NEBR AT OMAHA 071714 PI6969 030199 00 08/13/2014 001-2029-451.20-70 GENERAL 116.00 VENDOR TOTAL * 116.00 0006402 00 VACCARO, DELANEY N 071014 PI7227 030088 00 08/13/2014 001-2029-451.20-99 BLANKET PURCHASE ORDER 22.00 072414 PI7228 030088 00 08/13/2014 001-2029-451.20-99 BLANKET PURCHASE ORDER 117.05 VENDOR TOTAL * 139.05 9999999 00 VALENZUELA, ELISE 107322 VALENZUE000726 00 08/13/2014 001-0000-202.04-00 ELISE VALENZUELA/CF MTG 50.00 VENDOR TOTAL * 50.00 7520 PI6957 029688 00 08/13/2014 001-2027-452.20-99 GENERAL PI7115 029688 00 08/13/2014 001 2007 450 00 00 2,340.00 2,280.00 PI6957 029688 00 08/13/2014 001-2027-452.20-99 GENERAL PI7115 029688 00 08/13/2014 001-2027-452.20-99 GENERAL VENDOR TOTAL * 4,620.00 0006424 00 VITAL IMAGERY LTD 850653136RT0001PI7245 030260 00 08/13/2014 001-2031-455.20-93 GENERAL 119.95 VENDOR TOTAL * 119.95 0006401 00 VOBEJDA, LEAH 072114 PI7229 030090 00 08/13/2014 001-2029-451.20-99 BLANKET PURCHASE ORDER 22.00 VENDOR TOTAL * 22.00 9999999 00 WALLA, PAIGE 102165 WALLA 000727 00 08/13/2014 001-0000-202.04-00 PAIGE WALLA/CF MAIN ARENA 200.00 VENDOR TOTAL * 200.00
 0003337
 00
 WASTE CONNECTIONS INC

 4069313
 000728
 00 08/13/2014
 001-1013-432.20-21
 JULY 2014
 72,375.12

 4069403
 PI7194
 028890
 00 08/13/2014
 001-1206-422.20-99
 BLANKET PURCHASE ORDER
 157.70

 4069403
 PI7195
 028890
 00 08/13/2014
 001-1209-421.20-99
 BLANKET PURCHASE ORDER
 204.19

 4069403
 PI7196
 028890
 00 08/13/2014
 001-1410-421.20-99
 BLANKET PURCHASE ORDER
 85.00

 4069482
 PI7200
 028923
 00 08/13/2014
 001-2026-451.20-99
 BLANKET PURCHASE ORDER
 756.70

 4069482
 PI7201
 028923
 00 08/13/2014
 001-2027-452.20-99
 BLANKET PURCHASE ORDER
 451.85

 4069482
 PI7202
 028923
 00 08/13/2014
 001-2028-451.20-99
 BLANKET PURCHASE ORDER
 65.00

 4069482
 PI7203
 028923
 00 08/13/2014
 001-2029-451.20-99
 BLANKET PURCHASE ORDER
 219.09

 4069482
 PI7204
 028923
 00 08/13/2014
 001-2030-451.20-99
 BLANKET PURCHASE ORDER
 0003337 00 WASTE CONNECTIONS INC VENDOR TOTAL * 74,875.12 0005115 00 WRIGHT, NANCY L 072814 PI7093 028810 00 08/13/2014 001-1209-421.20-99 BLANKET PURCHASE ORDER 25.00 VENDOR TOTAL * 25.00

City of Fremont

General Fund

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

BANK: 00

INVOICE	EQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO		CHECK AMOUNT	
	00 WSI CORPORAT P16951 028910		029-2034-466.20-99	BLANKET PURCHASE ORDER	582.00	
				VENDOR TOTAL *	582.00	
	00 ZOLL MEDICAL PI6974 030227		001-1206-422.30-33	GENERAL	367.50	
				VENDOR TOTAL *	367.50	
0001337 0 6/23/14-7/29		00 08/13/2014	001-2029-451.20-16	GENERAL	738.00	
	_			VENDOR TOTAL *	738.00	
0014153 0014153 0013873/0013	3874PI7135 030278	00 08/13/2014 00 08/13/2014 00 08/13/2014	012-2025-431.20-99 012-2025-431.30-79 012-2032-431.45-20 012-2032-431.45-20		30.00 36.68 261.67 468.66	
				VENDOR TOTAL *	797.01	
		00 General	Fund	BANK TOTAL *	190,938.55	20,529.59

PAGE 17 PREPARED 08/07/2014, 10:39:35 EXPENDITURE APPROVAL LIST ROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014

ity of Fremont imployee Benefits

BANK: 01

END NO INVOICE NO	SEQ#	VOUCHER P.O		K CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK OUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
000504	00	ODT.							
000584 .UG 14 W	00	CEI 000708	0.1	08/13/2014	001-1015-415.10-26	AUG 14 WC		EFT:	19,474.92
UG 14 W		000708		08/13/2014	001-1015-415.10-26	AUG 14 WC		EFT:	19,474.92
UG 14 W		000729		08/13/2014	012-2025-431.10-26	AUG 14 WC		EFT:	1,054.67
UG 14 W		000709		08/13/2014	012-2025-431.10-26	AUG 14 WC		EFT:	1,054.67
IOG IT WO	-	000730	01	00/13/2014	012-2025-451.10-20	AUG 14 WC		Eri.	1,034.07-
						VENDOR TOTAL *		.00	
005708	00	REGIONAL	CARE I	NC					
8/01/14	MANUA	L000701	01	08/01/2014	060-0660-441.70-03	08/01/14 ADMIN FEES	CHECK #:	100540	6,061.75
8/01/14	MANUA	L000702	01	08/01/2014	060-0660-441.70-02	08/01/14 REINSURANCE	CHECK #:	100540	56,528.29
8/01/14	MANUA	L000703	01	08/01/2014	060-0660-441.70-05	08/01/14 PPO	CHECK #:	100540	1,345.00
8/04/14	MANUA	L000704	01	08/04/2014	060-0660-441.70-01	08/04/14 AUTO CLAIMS	CHECK #:	100541	3,371.54
8/06/14	MANUA	L000706	01	08/06/2014	060-0660-441.70-01	08/06/14 MANUAL CLAIMS	CHECK #:	100543	29,734.75
						VENDOR TOTAL *		.00	97,041.33
003405	00	WORKERS'		SATION FUND					
012014		000705	01	08/05/2014	061-0000-101.12-00	JULY 14 ACTIVITY	CHECK #:	100542	14,544.51
						VENDOR TOTAL *		.00	14,544.51
				01 Employee	Benefits	BANK TOTAL *		.00	111,585.84

PAGE

18

PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

City of Fremont Special Revenue EXPENDITURE APPROVAL LIST

AS OF: 08/13/2014 CHECK DATE: 08/13/2014

BANK: 02

VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001131 74423 74424		02 08/13/2014	011-2059-465.20-33 011-2059-465.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	4.25 4.58	
				VENDOR TOTAL *	8.83	
		02 Special	Revenue	BANK TOTAL *	8.83	

PAGE 19

PREPARED 08/07/2014, 10:39:35 PROGRAM: GM339L

City of Fremont Keno Fund

EXPENDITURE APPROVAL LIST

AS OF: 08/13/2014 CHECK DATE: 08/13/2014

BANK: 04

20

PAGE

VEND NO SEQ# VENDOR NAME EFT, EPAY OR CHECK HAND-ISSUED
AMOUNT AMOUNT INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM NO NO NO DATE NO DESCRIPTION 0002924 00 FREMONT WASTE TRANSFER JULY 2014 000715 04 08/13/2014 020-2066-490.60-21 JULY 2014 23.88 VENDOR TOTAL * 23.88 04 Keno Fund BANK TOTAL * 23.88

E911

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 08/13/2014 CHECK DATE: 08/13/2014 City of Fremont

BANK: 09

VEND NO SEQ# VENDOR NAME INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED NO NO NO DATE NO DESCRIPTION AMOUNT 0002675 00 CENTURYLINK (QWEST) 4026440105 0714PI7021 028870 09 08/13/2014 033-0789-421.20-12 BLANKET PURCHASE ORDER 1,795.95 4027272600 0714PI7022 028870 09 08/13/2014 033-0789-421.20-12 BLANKET PURCHASE ORDER 84.99 1,880.94 VENDOR TOTAL * 0006199 00 PREMIER STAFFING INC PI7057 029041 09 08/13/2014 033-0789-421.20-35 BLANKET PURCHASE ORDER 3862 30.00 VENDOR TOTAL * 30.00 0006203 00 SCREENING ONE INC 140800953 PI7212 029142 09 08/13/2014 033-0789-421.20-99 BLANKET PURCHASE ORDER 13.00 VENDOR TOTAL * 13.00 0003375 00 STATE OF NEBRASKA - CELLULAR 886480 PI6950 028892 09 08/13/2014 033-0789-421.20-12 BLANKET PURCHASE ORDER 768.00 VENDOR TOTAL * 768.00 09 E911 BANK TOTAL * 2,691.94 HAND ISSUED TOTAL *** 111,585.84 EFT/EPAY TOTAL *** 20,529.59

TOTAL EXPENDITURES ****

GRAND TOTAL *************

193,663.20

PAGE 21

132,115.43

325,778.63

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution

Background: Per State Statute and City Code consumption of alcohol on public property must be approved by the local government.

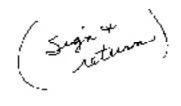
#9

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: CITY AUDITORIUM (10/30/14)

Requestor: Stacy Gibney	<u>Date</u> : October 30, 2014	<u>Purpose</u> : banquet	<u>City Property:</u> City Auditorium
PASSED AND APPROVED TH	IIS DAY OF	, 2014	
ATTEST:			Scott Getzschman, Mayor
Kimberly Volk, MMC, City Cler	 k		





PERMISSION TO CONSUME ALCOHOL ONIC TY PROPERTY FORM RETURN FORM <u>IMMEDIATELY</u> TO THE OFFICE OF THE CITY CLERK. FMAIL, FAX OR MAIL THE FORM:

OTY CLERK, 400 EAST MILITARY, FREMONTINE 88025 FAX: 402.727.2778 KIM. VOLK@FREMONTNE.GOV OR LYNNE MOINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2^{nt} and last Tuesday of every month. Agendo deadline is Thursday before the meeting.

•
On behalf of French Ducks line with the present of the organization or individual
to consume alcohol beverages on 10 50 200 at 200 at 200 0 act 150 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
for a Pavi que + Type of Event
Please Indicate which facility you will be renting Christensen Field City Auditorium
Tenderstand that I must contract with a retall library license holder to produce a special designated permit from the City Council and the Nobraska Gauer Control Commission. The City Council meets the 2 rd and last Tuesday of every month. The alcohol categorism advise you of necessary time frames or you can categorism City Clerk's effice with questions regarding Special Designated Permits at 402/727-2533. I further understand that I must hive security for the event in the number as required by the Parks and Represation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.
Address City State & Zip 68025 Phone

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERIY VOLK, CITY CLERK/TREASURER

DATE: August 7, 2014

SUBJECT: SPECIAL DESIGNATED PERMITS

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

RESOLUTION NO

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit applications for Rise's Drive-In Liquor (8/21/14, 10/4/14, 10/25/14)

RESOLVED: That the Fremont City Council approve the applications for a Special Designated permit as outlined herein:

<u>Requester</u>	<u>Property</u>	<u>Date</u>	<u>Purpose</u>
Rise's Drive-In Liquor	1710 West 16th	August 21, 2014	reception
Rise's Drive-In Liquor	925 North Broad	October 4, 2014	reception
Rise's Drive-In Liquor	925 North Broad	October 25, 2014	reception
PASSED AND APPROVED	THIS DAY OF	, 2014	
ATTEOT		Scott Getzschma	an, Mayor
ATTEST:			
IC at a table			
Kimberly Volk, MMC			
City Clerk			

c.

	ICATION FOR SPECIAL GNATED LICENSE
XI. CEN PO DON UMCON PHOME PAN: (4)	SCA HOSTIR CONTROLCOMMISSION (TERSIAL MALL SOUTH) (19846 NINE 68899 5046 (40)1471-7877 (197) 471-2814 (40)1470-2814
RETA	OD YOU NEED POSTERS? YES NO 🗌
NON	PROFIT APPLICANTS ON Non-Profit Status (check one that best applies)
Munic	eipal Political Orine Arts Ofraternal Religious Otharitable Public Service O
сом	PLETE ALL QUESTIONS
I	Type of alcohol to be served and/or consumed: Boxt Wine X Distilled Spirits X
2.	Liquor license number and class (i.e. C-55441) (If you're a nonprofit organization leave blank) DK-74918
1.	Licensee name (last, first.), corporate name or limited liability company (LLC) name (As it reads on your liquor license)
	NAME: RISES DRIVE-IN LIQUOR, INC.
	ADDRESS: 1900 E. MILITARY AVE # 284
	CITY FREMONT, NE ZIP 68025
4.	Location where event will be held; name, address, city, county, zip code
	BUILDING NAME CHRISTENSEN FIELD
	ADDRESS: 1710 W. 16 H CITY FREMONT, NE
	ZIPCOUNTY and COUNTY # DOOGE #5
	a. Is this location within the city/village limits?
	b. Is this location within the 150° of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

Is this location within 300° of any university or college campos?

Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

і Ощо	21,204	Date	. Data	¹ Date	Date	Dare
Hours	. a.r. accep	Homs	Hours	: <u>Fours</u>	Hours	Нанга
Frest		From	From	โบเกล	Ртоп	From
<u>97.7)</u> دروا	pn	Ťo	<u>Γυ</u>	To	To	To
_7:0	DAM	L 	<u> </u>		_ J	
	a. Al	lternate date:				— , , ,
	ъ. А. (А	ternato locationa Iternate data o	r location must b	e specified in lo	cal approval)	
G.	Indicate 4	ype of activity to	be carried on du	ring event:		
	O Dan	ce 🚷 Rocuplic	nn 🔘 Fund Rais	eer O Boor Gar	den 🔘 Sampling	yTasting
	Oth	cr				
7.	Description Inside bui	on of area to be l ilding, dimension	licensed ns of area to be or	wered <u>IN FEET</u>	/50' x /	:
			s of area to be cov OR AREA (or at	rered <u>IN FEET</u>		
	If outdoor Fence		promises be <u>em</u> plo ence plo	sed? ain link	catile panel	
	Tent	other				
8.	How man	y attendees do y	ов expect at even	r <u>150</u>		
9.		alcohol beverag	hicate the steps that ses. (Attach separa	ite sheet if yoodo		persons from
10.	Will prem	ièses to be cover	of by license com	ply with all Neb	raska sanitation lac	ws? YES <mark>X</mark> NO
			toilets for both re			

	Retailer: Will you be purchasing your a Non-Profit: Where will you be ourchasi		saler? YES.★	NO
	Wholesaler Retailer (includes wineries)		BYC	
12.	Will there be any games of chance operation	g during the event?	YTSNO X	
	If so, describe activity			
	NOVE: Only games of chance approved by the Departure grantising are prohibited by State Lucy: There are no courthis is only an application for a Social Designated Lice.	aptions for Nor. Profit Ongo	misserians on stry exemts re	ising funds for a charity -
13.	Any other information or requests for exer	nptions:	19	
t4.	Name and telephone number/cell phone the location of the event when it occurs, a enforcement before and during the event, a laws, ordinances, rules and regulations are	ble to answer any q; nd who will be respo adhered to _a PLEAS	acstions from Connusting	nission and/or law that any applicable
	Print name of Event Supervisor	PF KISE		•
	Signature of Event Supervisor			
	Event Supervisor phone: Before 7/2 Email address	7 <u>2.721-7778</u> 18	During 402-	719-9689
Ja.	Consent of Authorized Representative/App I declare that I am the authorized representationers made on this application are treat an investigation of my background inches agree to waive any rights or causes of act Nebraska State Patrol or any other indice Commission or the Nebraska State Patrol used by any other person, group, organizativent will be supervised by persons directionse.	dicant mative of the above is to the best of my k ling all records of er ion against the Nebr vidual releasing said I further declare the tion or corporation f	nowledge and believery kind including aska Liquur Control information to that the license applier profit or not for	f. I also consent to police records. 1 I Commission, the ie Liquor Controlled for will not be profit and that the
sign here		7	RESIDENH	8.5-14
	Authorized Representative/Applicant	Tid	÷	Date
	JEFF KISE			
	Print Nume			

This individual must be listed on the application as an officer or stockholder unless a latter has been filed appointing an individual as the catering manager allowing them to sign at SDL applications.

The law pequires that an special designated focuse provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the only or village within which the particular place for which the special designated Focuse is requested as located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for waich die special designated focuse is requested is formed.

APPLICATION FOR SPECIAL DESIGNATED LICENSE NERRASKA LIQUOL CONTROL COMMINSIÓN SHICKSTONTAL MALL 500/00 PO HOY 95640 UNCCUM NI. 68509-5016 PLONG (40%) 41 (40%) TAX. (102) 473-7814. Website, www. to de gave DO YOU NEED POSTERS? YES NO ! RITTAIL LICENSE HOLDERS NON PROFIT APPLICANTS Non Profit Status (check one that bost applies) Municipal Political Office Arts Organical Okcligious Office Hubble Service O COMPLETE ALL QUESTIONS Type of alcohol to be served and/or consumed: Boor Wing X Distilled Spirits X Ι. 2. Liquor license number and class (i.e. C-55441). (If you're a nonprofit organization leave blank). Licensee name (last, first,), corporate name or limited liability company (LLC) name 3. (As it reads on your lienor license) NAME: RISK'S DRIVE -IN LIQUOR, INC. 1900 E. MILITARY AVE # 284 ZIP 68025 Location where event will be held; name, address, city, county, zip code. 4. BUILDING NAME FREMONT CITY AUDITORIUM. 925 N. BROAD St. CITY FREMONY NE COUNTY and COUNTY# DOOGE #5 Is this location within the city/village limits? a. Is this location within the 150' of church, school, hospital or home b.

for aged/indigent or for vetorans and/or wives?

Ĉ.

Is this location within 300° of any university or college campus?

Hours Frame To	4, 2014 Оврт :00 <u>А</u> т	Hours From To	Dafe Hours From	Date Hiers From To	Date Hours From	Hours From
		ternate location: Iternate date or l	ocation must be \$	pecified in local a	pprovat)	
6.		-	_	_	○ Sampling/Tas	dng
7.	Inside bui *Outdoor	area dimensions o	of area to be cover f area to be covere	(not	/06' x /20 square fect or acres x {sample sketch}	
	If outdoor Fence; Tent	area, how will pre ;soow lend other	1 1		rtle panel 	
8.	How many	y attendees do you	expect at event?_	150		
9.		alcohol beverages.	(Attach separate s		vent undersige pers	ous from
10.	_			with all Nebraska and women? YES	sanitalioo laws? N	res / ZNO

Date(s) and Fine(s) of event (no more than six(6) consecutive days on one application)

5.

	Wholesaler	Retailer	Bo	oth	BYO_		
	Will there be any	(includes wire cames of chance	nenes) operating du	uing the even	t? YES KO	X	
	17 11 11014 02 1117			0		_	
	If so, describe act	ivity	·				.51 v <u>· </u>
	NOTE: Only games of gameting are prohibited This is only in applicat	thy Stale Law: There:	are no execuciou	ıs far Nort P mlit (Originizations Of Afr	y dweata cai:	sine funds for a chimic
	Any other inform	ation or respests (lar exemptio	ns:			
	 :						
	Name and teleph the location of th	one number/cell	i ph one num Scauss lable	1Def of amino La provier of	chate Supervis : mestions fro	or. Ims m Come	s person will be s rission and/or lar
	enforcement before	re and during the	event, and w	ho will be re	sponsible for e	nsuring f	hat an y applicabl
	laws, ordinances,	rules and regulati	ions are adhe	red to, PLE	ÁSE PRINT L	EGIBL	Υ ΄ ΄ ΄
			TERM	Rose			
	Prim, name of Hye	ent Supervisor	JEPA	KISE	-		
	Print name of Ever		200 <u>22.</u> 103	··	-		
		nt Supervisor phone: Befo	re 402.	721-777		402-	719-9689
	Signature of Ever Event Supervisor Consent of Author	nt Supervisor phone: Befo Emai rized Representat	re <i>YOA</i> . il address_ tive/Applicat	721-777		—	
	Signature of Ever Event Supervisor Consent of Author I declare that I a	nt Supervisor phone: Befo Emai wized Representar on the authorized	re <i>YO2</i> . il address rive/Applican representati	721-7770	ve named lice	nsc appl	icant and that the
	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made	nt Supervisor phone: Befo Emai rized Representat in the authorized on this application	re <i>YOQ</i> . il address	721-7770 nl ve of the abo	we named lice y knowledge a	nse appl nd belief	icant and that 0 . Uslsa consent
	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made an investigation of	nt Supervisor phone: Before Email rized Representation the authorized on this application of my background	re YOQ. if address_ representation are true to discluding	721-7770 The of the about the best of male all records of the about the about the about the about the best of male all records of the about the a	we named lice y knowledge at Levery kind in	nse appl nd belief reluding	icant and that di. Ualso consent police records.
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	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made an investigation of agree to waive ar Nobraska State I Commission of the	phone: Before Email Emai	re YOA. if address_ representation are true to discluding a faction of action the representation of action of action of action of action. If the patrol. If the results of action of action, it is a fact of action of action.	721-777 The of the about the best of mail records on a releasing further declars.	eve named lice y knowledge at f every kind it ebraska Liquet said information	nse apple nd belief reluding Control on to the	icant and that 8. Uslso consent police records. Commission, the Liquor Control of the Liquor Control of the will not be
	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made a an investigation of agree to waive ar Nebraska State I Commission of the	phone: Before Email Emai	re YOA. if address_ iive/Applican representation are true to d including es of action a her individual e Patrol. I forganization	721-777 The of the about the best of mail records on the North Police of the North Po	eve named lice y knowledge at f every kind it ebraska Liquet said information that the licer on for profit or	ense applied belief cluding Control to the control on to the control for point for points.	icant and that did take to the take to the take to the take to the take take take take take take take tak
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1 #	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made an investigation of agree to waive ar Nebraska State I Commission or the used by any other event will be sup-	phone: Before Email Emai	re YOA. if address_ iive/Applican representation are true to d including es of action a her individual e Patrol. I forganization	721-777 The of the about the best of mail records on the North Police of the North Po	we named lice y knowledge at f every kind it ebraska Liquen said information that the licer on for profit or to the holder of	ense applend belief reluding control to the second for portion for this S	icant and that the Jalso consent to police records. Commission, the Liquor Control for will not be profit and that the pocial Designate
	Signature of Ever Event Supervisor Consent of Author I declare that I a statements made an investigation of agree to waive ar Nebraska State I Commission or the used by any other event will be sup-	phone: Before Email of ized Representation the authorized on this application of my backgroundry rights or cause Patrol or any other Nebraska Staker person, group, appervised by person	re YOZ. if address_tive/Application are true to dincluding es of action there individually partial and action and directly one directly	721-777 The of the about the best of mail records on a spainst the Northern declaration or corporation responsible to	we named lice y knowledge at f every kind it ebraska Liquen said information that the licer on for profit or to the holder of	ense applend belief reluding control to the second for portion for this S	icant and that the Lasso consent to police records. Commission, the Liquor Control for will not be profit and that the

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The low requires that no special designated license provided for by this section shall be issued by the Commission wishout the approval of the local governing hody. For the purposes of this section, the facal governing hody shall be the city or village within which the particular absorber which the special designated focuse is requested is located, or if such place is not within the comparate finite of a city or village, then the local governing body shall be the county within which the place for which the special designated ficense is requested is located.

-	
	CATION FOR SPECIAL SNATED LICENSE
SIA CIEST 40 BOV 9 LINCOLN PAY: (400 FAY: (400	EA LUDI FOR CONTRO! COMPRISSION ENMODEL MARS SOUTH 6046 I. NIT 68509-5046 4-02-471-2871 0-471-2814 6600/30-70-8809/
RETAI	BULICENSE HOLDERS (2)
NON F	PROFIT APPLICANTS O Non Profit Status (check one that best applies)
Munici	pal Orolincal Orine Arts Oraternal Oreligious Otherfielde Orublic Service O
COMP	PLETE ALL QUESTIONS
1.	Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits
2.	Liquor license number and class (i.e. C-55441) (If you're a nonprofit organization leave blank) DK-74918
3,	Licensee name (fast, first,), corporate name or limited liability company (LLC) name (As it reads on your Equor license)
	NAME: RISES DRIVE-IN LIQUOR, INC.
	ADDRESS: 1900 E. MILITARY AVE # 284
	CITY FREMONT, NE ZIP 68025
4.	Location where event will be held; name, address, city, county, zip cexle
	BUILDING NAME FREMONT City AUDHORIUM
	ADDRESS: 925 N. BROAD ST. CITY FREMONT, NE
	ZIP 68025 COUNTY and COUNTY # DOGGE #5
	a. is this location within the city/village limits?
	b. Is this location within the 150° of church, school, hospital or home for aged/indigent or for veterans and/or wives?

Is this location within 300° of any university or college compas?

u.

				· Th	Dage	Date
Date : <i>OCA</i> .	25, 2014	Date	Date	Date	Tyabe	Date
<u>Hours</u>	44, 4 51,	H Surs	Hours	<u>Frours</u>	<u>₩oalt</u> s	Hours
Frem	v Da	Гітенті	From	Frem	From	From
To	:00 AM	То	Fo	To	To	Tα
		·				
	a. A	lternate date:	 ··			
	b. Al	lternate (oestion:_ Liternate dats or k	ocation must be s	pecified in local a	pproval)	
6.	Indicate t	ype of activity to b	e carried on during	g event:		
	O Dan	ce 🕢 Reception	OFund Raiser	Beer Garden	Sampling/Tas	ting
	Oth	ст				
7.	Description Inside bui	on of area to be lied ilding, dimensions	ensed of area to be cover	red <u>IN FEET</u>	/ <i>00</i> ′ x /22	?
		area dimensions o H OF OUTBOOL		a <u>IN FEET</u>	x	
	If outdoor	r area, how will pro : snow feno other			ule panel	
	Tent					
8.	How man	y attendees do you	rexpect at event?	<i>30</i> 0		
9.		0 attendees. Indic alcohol beverages 5	(Attach senarate)			ons from
			· 			
10.	Will prem	iises to be covered	by ficense comply	with all Nebraska	samitation laws? Y	(ESTATIVO L
	a. Ai	re there separate to	ilets for both men	and women? YPS	₹ \0	

Date(s) and Time(s) of event (no more than six (6) <u>consequitive</u> days on one application)

5.

11.		ou be purchasing yo sere will you be purc		a wholesaler? YES.∕ hol?	NO
	Wholesaler	(includes winer	Both	** <u> </u>	
12.	Will there be any	games of chance op	erating during the	event? YES NO 🔀	
	If so, describe ac	tivity			
	gambling ure prohibite	al by State Law: There are	no exacptions for Non I	Tranitable Gaming Division are per Profit Organizations or any events not Cantrol Act and is not a gamble	raising funds for a charity.
13.	Any other inform	nation or requests for	exemptions:		
14.	the location of the enforcement before laws, ordinances,	ie event when it occi ire and during the even , rules and regulation:	urs, able to answe ent, and who will b s are adhered (n., i	mmediate supervisor. To r any questions from Con be responsible for ensuring PLEASE PRINT LEGIE	nmission and/or law g that any applicable
	Print name of Ev	ent Supervisor (JEFF KIS	<u>E</u>	•
	Signature of Eve	nt Supervisor			
	Event Supervisor	phone: Before Email a		778 During 407	-719-9689
15.	I declare that I a statements made an investigation agree to waive a Nebraska State Commission or t used by any other	on this application at of my background a ny rights or causes o Patrol or any other he Nebraska State P at person, group, orga	presentative of the re true to the best of neluding all recor- of action against the individual releas- atrol. I further de- anization or corpo-	e above named license apolimy knowledge and belieds of every kiral including Nebraska Liquor Conting said information to eclare that the license appration for profit or not follow to the holder of this	ief. I also consent to ng police records. I rol Commission, the the Liquor Control plied for will not be or profit and that the
sign		·1 ₂₂		PRESIDENT	E.T. 14
here_	Authoriz ed Re pre	esantative/Applicant		Title	7.5-/1
<u>v</u>	JEFF	Rise			

This individual must be listed on the application as an officer or stockholder unless a letter has been filled appointing an individual as the carering manager allowing them to sign all SDL applications.

The law resultes that no second designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the periodian place for which the special designated Reema is requested is located, or it such place is not within the corporate flucts of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested in located.

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: August 7, 2014

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, the monthly reports are not available until mid-month. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Please note the additional cash and certificates of deposit from bond proceeds of \$36 million received on July 29.

Fiscal Impact: None

3dif 01/2011	Statement ending balances												
		rst National nk - Fremont		First State Bank	Pin	nacle Bank of Fremont	C	ornerstone Bank, Columbus	Na	NE Land tional Bank, orth Platte	Nebraska Public nvestment Trust	ВА	NCORP
Account Name													
Governmental													
Checking/Money Market													
City Treasurer	\$	5,764,312											
City Treasurer-M Mkt	\$	5,031,366											
City Treasurer											\$ 2,938,011		
Special Revenue			\$	41,694									
Econ Development -											\$ 3,112,153		
Infrastructure - Sales Tax											\$ 1,694,925		
Insured M MKT ** -Sales Tax			\$	2,302,370									
Public Safety - Sales Tax											\$ 3,361		
Streets - Sales Tax											\$ 198,905		
Streets - M Mkt					\$	1,875,007							
Tax Relief - Sales Tax											\$ 195		
Community Devlopment Agy	\$	64,608											
Keno					\$	152,776							
Keno - Npait M Mkt											\$ 345,919		
CDBG Clearing	\$	9,022											
E911	\$	538,993											
Drug Task	\$	239,035											
Employee Benefits					\$	657,116							
Employee Benefits												\$	8,475
Total Checking/Money Market	\$	11,647,335	\$	2,344,064	\$	2,684,900	\$	-	\$	-	\$ 8,293,469	\$	8,475
CD Investments													
General fund					\$	350,000			\$	20,773			
Sales Tax/Public Safety fund							\$	1,000,000					
Sales Tax/Infrastructure fund					\$	1,900,000							
Sales Tax/Streets fund Sales Tax/LB840 fund					\$	1,850,000	\$	500,000					
Street fund					\$	500.000	\$	1,850,000					
KENO fund					*	000,000	\$	250,000					
Trust Fund					\$	125,000	\$	50,000					
E911					\$	50,000	Ψ	30,000					
Special assessment Fund					\$	500,000							
Employee Benefits					\$	1,550,000							
Work Comp					\$	650,000							
Total CD Investments	\$	-	\$	-	\$	7,475,000	\$	3,650,000	\$	20,773	\$ -	\$	-
Total Governmental deposits	\$	11,647,335	\$	2,344,064	\$	10,159,900	\$	3,650,000	\$	20,773	\$ 8,293,469	\$	8,475
·										and total	\$ 36,124,016		

229 21, 2011						Stateme	nt	ending balar	nces					
		rst National nk - Fremont	F	First State Bank	Pin	nacle Bank of Fremont		ornerstone Bank, Columbus	Nati	IE Land onal Bank, rth Platte		Nebraska Public Investment Trust	BAI	NCORP
Account Name														
Proprietary Funds														
Checking/Money Market														
Combined Utilities Fund	\$	20,154,735	**											
Electric Fund	\$	1,058,381												
Comb Util Funds/Construction	\$	5,374,607												
Electric Funds											\$	6,002,594		
Water Project Bond Acct	\$	80,073												
Department of Utilities					\$	665,274								
Sewer Improvement	\$	3,376												
Sewer Funds											\$	2,000,717		
Gas Fund											\$	2,024,848		
Total Checking/Money Market	\$	26,671,171	\$	-	\$	665,274	\$	-	\$	-	\$	10,028,159	\$	-
CD Investments														
Electric					\$	13,852,800	¢	21,713,047						
Water					\$	875,000	Ψ	21,713,047						
Sewer					\$	1,600,000								
Gas					\$	3,000,000								
	_													
Total CD Investments	\$	-	\$	-	\$	19,327,800	\$	21,713,047	\$	-	\$	-	\$	
Total Dranviotory donacita	¢	0/ /71 171	¢		ď	10 002 074	¢	21 712 047	¢		¢	10 000 150	¢	
Total Proprietary deposits	\$	26,671,171	\$	-	\$	17,773,074	Þ	21,713,047		- nd total	\$ \$	10,028,159	Ф	-
									Grai	nd total	Þ	78,405,451		
Grand total, all funds	\$	38,318,506	\$	2,344,064	\$	30,152,974	\$	25,363,047	\$	20,773	\$	18,321,628	\$	8,475
									Gra	nd total	\$	114,529,466		

^{**} Bank statement still includes o/s checks of \$20,117,047.04 for CD investments included below under Cornerstone Bank CDs.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: NUISANCE LIEN 1340 NORTH UNION

Recommendation: Move to approve Resolution.

Background: Owner/occupant has been billed for work done by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State statute allows the City to file a lien against the property. Lien is in the amount of \$210.41. Owner on record when work was completed is Wells Fargo Bank

in the amount	of the City Council of the City of Fremont Nebraska, levying a special tax and assessmer t of \$210.41 upon Lot 6, except the South 6' Block 29, Chases Addition (1340 North Unio Is Fargo Bank) in Dodge County, Nebraska, to pay the costs of weed and debris remova
.,	Whereas, the Chief Building Inspector notified or attempted to notify by certified mail th

RESOLUTION NO.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 6, except South 6' Block 29, Chases Addition (1340 North Union) in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Building Department, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged upon Lot 6, except the South 6' Block 29, Chases Addition (1340 North Union – owner: Wells Fargo Bank) in Dodge County, Nebraska, a special assessment in the amount of \$210.41 to pay the cost of nuisance removal.

PASSED AND APPROVED THIS	DAY OF, 2014.
ATTEST:	SCOTT GETZSCHMAN, MAYOR
Kimberly Volk, MMC, City Clerk	

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: NUISANCE LIEN 1233 EAST 18TH

Recommendation: Move to approve Resolution.

Background: Owner/occupant has been billed for work done by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State statute allows the City to file a lien against the property. Lien is in the amount of \$257.85. Owner on record when work was completed is Steve and Cindy Kelsey

RESOLUTION N	NO

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$257.85 upon Lot 4, Block 3, Phelps (1233 East 18th — owner: Steve and Cindy Kelsey) in Dodge County, Nebraska, to pay the costs of weed and debris removal.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 4, Block 3, Phelps (1233 East 18th) in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Building Department, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged upon Lot 4, Block 3, Phelps (1233 East 18th – owner: Steve and Cindy Kelsey) in Dodge County, Nebraska, a special assessment in the amount of \$257.85 to pay the cost of nuisance removal.

PASSED AND APPROVED THIS	DAY OF	, 2014.
ATTEST:	SCOTT GE	ETZSCHMAN, MAYOR
Kimberly Volk, MMC, City Clerk		

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: NUISANCE LIEN 2118 NORTH CLARKSON

Recommendation: Move to approve Resolution.

Background: Owner/occupant has been billed for work done by the Street Department as ordered by the Building Department. Bill remains unpaid after two months. State statute allows the City to file a lien against the property. Lien is in the amount of \$210.41. Owner on record when work was completed is Bank of America

	KLJOLO	110N NO			
City Coup	oil of the City of	Eromont Nobre	ooko lovuina a	onogial tay	anda
City Coun	cil of the Citv of	Fremont Nebra	aska levving a	special tax	and a

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$210.41 upon Lot 4, Block 20, Dorseys (2118 North Clarkson – owner: Bank of America) in Dodge County, Nebraska, to pay the costs of weed and debris removal.

PESOLUTION NO

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 4, Block 20, Dorseys (2188 North Clarkson) in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Building Department, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged upon Lot 4, Block 20, Dorseys (2188 North Clarkson – owner: Bank of America) in Dodge County, Nebraska, a special assessment in the amount of \$210.41 to pay the cost of nuisance removal.

PASSED AND APPROVED THIS	DAY OF	, 2014.
ATTEST:	SCOTT GET	ΓZSCHMAN, MAYOR
Kimberly Volk, MMC, City Clerk		

TO: HONORABLE MAY AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: RECYCLING EVENT

Recommendation: Move to approve the Resolution

Background: This is the same request that has been made in the past. Keep Fremont Beautiful has a current certificate of liability on file with the City Clerk's office.

Fiscal Impact:

	RE	SOLUTION NO	_
Keep Fremo		•	aska, approving the request of ember 3, 2014 from 5:00 to 7:00
	Keep Fremont Beautifurecycling collection event	•	Ilgenfritz Parking lot at 4th and Park
WHEREAS	Keep Fremont Beautiful	has held successfully held	similar events in the past; and,
WHEREAS,	This event will encourage	ge recycling in the City of F	remont, Nebraska; and,
as primary ins		•	nsurance certificate with the applicant and this resolution shall serve as the
	utiful to use the Ilgenfritz		Council approve the request of Keep from 5:00 to 7:00 p.m. for a recylcing
PASSED AND	O APPROVED THIS	DAY OF	, 2014
		Scott Getzs	chman, Mayor

ATTEST:

Kimberly Volk, MMC City Clerk From: <u>Keep Fremont Beautiful Inc.</u>

To: <u>Volk, Kim</u>
Subject: Metals Drop Site

Date: Friday, July 25, 2014 4:50:43 PM

Hi Kim - Keep Fremont Beautiful would like to use the parking lot at 4th Street and Park Avenue on September 3, 2014 for the All Metals Market Recycling Collection Event. We are asking for permission to set up the equipment at 5:00 PM on that evening and accept metals from 5:30 PM to 7:00 PM. This is a different date from years past as we have a conflicting event on the last Wednesday of August this year. I hope that September 3rd will work out with the City. Thanks Sue

--

Sue Reyzlik

Executive Director Keep Fremont Beautiful 1005 North Clarkson Fremont, NE 68025 (402) 941-6122

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: AUGUST 7, 2014

SUBJECT: CLASS C LIQUOR LICENSE RENEWALS

Recommendation: Move to approve resolution

Background: Liquor Control Commission requires Council approval of renewal of current liquor licenses. All proposed renewals have been published in the paper according to the terms of the Nebraska Liquor Control Commission. No objections to the renewals have been received.

Please note that The Gathering Hall is being considered for renewal as a safety net if the new owner's license (considered on this agenda previously as The Gathering Social Hall) is denied by the Liquor Control Commission. By sending approval of renewal for the current owner, they may continue to operate.

A resolution of the City Council of the Ci licenses for a period from November 1, 20	•	,
NOW THEREFORE BE IT RESOLVED by following Retail Liquor Licenses displayed as EXF	, ,	, ,
1, 2014 to November 1, 2015, subject to State appro		red for a one year period from November
PASSED AND APPROVED THIS	DAY OF	, 2014
ATTEST:	SCOTT GI	ETZSCHMAN, MAYOR

Kimberly Volk, MMC
City Clerk

RESOLUTION NO. _____

EXHIBIT "A"

EHPV Operating Group LLC dba Big Red Keno Rebecca Pence, Manager 2323 LaVerna Street

F&T Inc. dba **Corner Bar** Tamara Trahan, mgr 300 North Main Daniel Jespersen dba **DJ's Bar & Grill** Daniel Jespersen, Mgr 415 South Main

Doe's Place Inc. **dba Doe's Place** Shirley J. Sommers, Mgr 148 N Main Gregory G. Kocour dba **Dugout Bar**Robin Drews

239 East 6th

Eagles Frat Order 200 dba **Eagles Fraternal Order 200**Charles Porter, Mgr
649 North Main

Dillon Companies dba **Food-4-Less #323** Kathleen Jo Kriley, Mgr

Fremont Golf Club Inc. dba Fremont Golf Club Robert Parks, Mgr 2710 N Somers HyVee Inc. dba HyVee Food Stores Scott Schlatter, Mgr 840 E 23rd Street

JMJ Enterprises Inc. dba Irv's Deli & More Rita Cruse, Mgr 345 North Main

1531 N Bell

Mitch Sawyerdba **Whis's End Zone Lounge**845 S Broad

JPH Inc. dba
Plaza Lanes
James Hertel, Mgr
520 West 23rd

RD's Place LLC dba RD'S Place Wayne A. Loock, Mgr

2215 N Broad

San Anna LLC dba San Anna Pizza & Mexican
Dennis R. Williams, Mgr
1945 E Military

Thomas E. Bartels dba **Silver Dollar** Thomas E. Bartels, Mgr 1809 North Bell

Cobra Jet Inc. dba King's Tree Lorrie King, Mgr 1725 East Military

T.M. Synovec, LLC dba **Thirty Bowl**Terry Synovec, Mgr
1205 East 23rd

Burtonian Enterprises dba **Tin Lizzy Tavern**Mitch Burt, Mgr
1682 East 23rd Ave

Keith A Smith dba **The Gathering Hall**Keith Smith, Mgr
750 North Clarmar

Moonshine Hole LLC dba **The LA Fire Proof Door**Tracy Stone
325 North Main

Mitch Sawyer dba Whis's End Zone Lounge 845 South Broad

Jack B. Barta dba **Jack's** 16 Bell Center

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: July 25, 2014

SUBJECT: Housing Rehabilitation Board

Recommendation: Move to approve the recommendation of the Mayor to appoint Katie Carlson to the Housing Rehabilitation Board to fill an unexpired term ending June 2016.

Background: Appointment necessary due to the resignation of Al Martinez.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Todd Bernt, Fire Chief

DATE: July 28, 2014

SUBJECT: Equipment Grant

Recommendation: Move to grant permission for the fire department to apply for an equipment grant (heart monitor/defibrillator) through American Heart

Background: The American Heart Association announced a \$5.3 million initiative, Nebraska Mission: Lifeline, to expand and enhance heart attack care in rural Nebraska.

Mission: Lifeline helps identify the gaps that lead to slower and less effective patient care, and with the providers in the state, closes those gaps through change in protocols and processes, and also in providing resources such as life-saving equipment. Heart disease is the number one killer in the U.S. nationwide annually. This year an estimated 1.4 million people will suffer a heart attack. Approximately 400,000 of those victims will experience a ST-Elevated Myocardial Infarction, or STEMI.

The fire department would apply for a new heart monitor/defibrillator that would be able monitor the patient's heart rate, shock the patient's heart, monitor oxygen levels in the blood, and monitor the patient's vital signs. The monitor will have the ability for 12-lead electrocardiogram (ECG) which is the recording of the electrical activity of the heart. With 12-lead monitoring, fire department paramedics have the ability to diagnose patients with S-T Elevation Myocardial Infarction (STEMI) in the field. STEMI's are a serious heart attack that needs to be treated immediately.

The fire department has in the capital improvement plan to purchase a new heart monitor/defibrillator in 2016. With this grant, the fire department would move up the purchase by one year.

The grant would cover the following configuration for the monitor:

AED/defibrillation 12-lead ECG acquisition and transmission NIBP (non-invasive blood pressure monitoring) SpO2 (oxygen saturation monitoring) EtCO2 (end-tidal carbon dioxide)

The grant would not cover cardiac pacing that would be needed at additional fire department cost of \$2000. Estimated cost for a new heart monitor/defibrillator is approximately \$24,000.

Fiscal Impact: Total value of the grant is up to \$25,000 with approximately \$2000 coming from the fire department budget.

Nebraska Mission: Lifeline EMS Equipment Grant

Mission: Lifeline is an American Heart Association initiative to develop and enhance systems of care that improve patient care and ultimately reduce death and disability due to acute myocardial infarction (AMI). The first subset of AMI, that has the most evidenced based need for time critical systems of care implementation, is ST- elevation myocardial infarction (STEMI). To that end, Mission: Lifeline Nebraska's intent is to develop, support and enhance STEMI heart attack systems across the state.

The Nebraska Mission: Lifeline EMS Equipment Grant seeks to enhance emergency medical response to STEMI heart attack patients in rural Nebraska by funding requests for 12-lead equipment that will increase the ability to identify STEMI patients and relay critical medical information from the field to hospital providers. Grant applications will be evaluated and scored based on a number of factors, including:

- Current 12-Lead capture and transmit capability
- Number of potential patients that could be affected by the grant
- Need of the EMS service based on run volume, location, and proximity to other EMS providers and hospitals
- Ability to upgrade current equipment to perform 12-lead capture & transmission
- Requests that seek partial funding for a larger project

The grant application will be released statewide in July of 2014 with awards taking place in rounds through December 2015. Grant dollars are available for actively licensed ALS and BLS agencies that perform ground transport in response to public 911 calls. Licensed, non-transport agencies are also encouraged to apply. Maximum amount of funding awarded to any one agency will not exceed \$25,000. Amount is based on actual expenditures. Not all applications or agencies will be funded; this is a competitive grant.

Reminder: Services with physical addresses in the following counties are not eligible to apply for funding under this grant:

Cass County
Sarpy County
Washington County
Lancaster County
Saveral County

Seward County

Please consider the following when applying for the EMS equipment grant:

- If your primary ambulance is equipped with an AED only or older monitor not capable of 12-lead, you should consider applying for funds to purchase a monitor/defibrillator capable of 12-lead capture and wireless transmission.
- If your primary ambulance already has a 12-lead monitor/defibrillator, you should consider applying for funds to upgrade/update that device to make it capable of wireless ECG transmission
- Devices that are only capable of 12-lead capture and transmitting are also allowed under this
 grant.
- Funding will be available to hospitals in the state of Nebraska to purchase equipment/software capable of receiving 12-lead transmissions from the field.
- Applications that request funding for factory refurbished equipment are accepted and will be considered.
- Applications that take into consideration any trade-in value of existing equipment are accepted

and encouraged.

Mission: Lifeline considers the following a typical configuration of a 12-lead monitor/defibrillator:

- AED/defibrillation
- 12-lead ECG acquisition and transmission
- NIBP (non-invasive blood pressure monitoring)
- SpO2 (oxygen saturation monitoring)
- EtCO2 (End-tidal carbon dioxide)

If accessories/options outside of this typical configuration are desired for the equipment proposed in the application, please note in the application the funding source that you will use to supplement the grant award to purchase these additions. <u>Services are responsible for purchasing additional accessories</u> with their own funds.

Once grant awards are made and awarded agencies are notified of their award, they will have 60 days to complete the required paperwork, including grant agreement, or risk forfeiting grant funds.

As part of the requirements of participation in the project, EMS services are asked to complete a Memorandum of Understanding (MOU) and W-9. These do not need to be filled out at the time of application, but will need to be completed prior to funds being issued.

<u>Grant applications will close August 31, 2014 at 5:00pm Central Time. Applications will not be accepted after this time.</u>

Link to on-line application: http://form.jotformpro.com/form/41874033402952

MOUs and W-9's will be available on the Nebraska Mission: Lifeline website.

For more information on Mission: Lifeline Nebraska, please visit: www.heart.org/missionlifelinene

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK /TREASURER

DATE: AUGUST 7, 2014

SUBJECT: CEMENT WORKER APPLICATION

Recommendation: Move to approve the cement worker application of Kyle Timmer & Oldcastle Materials

Midwest Omni Engineering

Background: Cement workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt workers have a 60 day grace period to renew their license after April 1st of every year.

The applicant did not meet the 60 day grace period to renew his license.

Fiscal Impact: None

FREMONT NEBRASKA PATHEINDERS

LICENSE APPLICATION

Position	Fee	Rond	Term
FMC 10-322 Cement Work/Asphelt/Excovato	20.00	5.000.00	April 1 st to April 19t of each year
IAMC 40-015 Hause Marxer	26,00	ა ,600:00	April i star pril tet of east-year

TO THE FREMONI MAYOR AND COUNCIL:
The undersigned does hereby make application for license as <u>Cement / Asphalt</u>
Elcense should be issued to Kyle Timmer and Oldcastle Materials Midwest Co., DBA Omni Engineerin
License shall be used by applicant as the sole owner of business, which will be conducted under the name of Olicas, by Marcials Midwast at14012_Giles_Rd, Qmaha_NE 68138
(If applicant is not sole owner, set out the other owners:
Applicant telephone number at place of business or where can be reached 402-895-6666
To enable the Maynr and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:
I have had <u>14 </u>
last five years)
Oldcastle Materials Midwest Co
<u> </u>
I have the following technical education: B.S. in Accounting
1 give you the following references: <u>Craig Laruberty (OMG Midwest, Inc.</u>)
Tim Hendley (Omni Engineering)
Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.
IMPORTANT! After obtaining your license, please go to the 3 rd floor of Municipal Building to obtain the rules and regulations concerning concrete work.
Dated 07 / 24 / 2014 Signature

TO: HONORABLE MAYOR AND CITY COUNCIL /

BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: August 4, 2014

SUBJECT: Injection vaults, well field

Recommendation: approve resolution to award bid

Background: Project involves installing replacement chemical injection vaults at well field. These vaults allow us a redundant location to inject chlorine and poly phosphates at the well field if we are unable to inject at the water plant on Luther Road.

Bid tab is attached.

RESOL	JTION NO.	

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding	bid
of Wiese Plumbing for construction of well field vaults in the amount of \$62,428.00.	

- WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 22nd day of July 2014, at the hour of 2:00 p.m.; and,
- WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Wiese Plumbing be accepted as the best bid for construction of well field vaults; and,
- NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for construction of well field vaults to Wiese Plumbing in the amount of \$62,428.00.

PASSED AND APPROVED THIS	DAY OF	, 2014
	Scott Getzschm	an, Mayor
ATTEST:		
Kimberly Volk, MMC City Clerk		

7/22/2014							BID TAB	
			Well F	ield Injection	Vaults	,		
Bidder		Wiese Plumbing		Penro Constr	uction Co. Inc.	Thompson Construction, Inc.		
Bid Security		5% Bid Bond		5% Bis	d Bond	5% Bid Bond		
Item	Quantity	Unit price	Total	Unit price	Total	Unit price	Total	
Construct vault 106 w/ hatch, sleeves, and exhaust	1 ea	\$14,800.00	\$14,800.00	\$28,945.00	\$28,945.00	\$38,800.00	\$38,800.00	
Construct vault 107 w/ hatch, sleeves, and exhaust	1 ea	\$13,980.00	\$13,980.00	\$27,710.00	\$27,710.00	\$36,400.00	\$36,400.00	
Remove existing 30" water main	40 lf	\$80.00	\$3,200.00	\$50.00	\$2,000.00	\$160.00	\$6,400.00	
Install 30" main and appurtances	1 ea	\$19,200.00	\$19,200.00	\$8,650.00	\$8,650.00	\$15,000.00	\$15,000.00	
Remove existing 120" manhole, 7 VF	1 ea	\$1,248.00	\$1,248.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	
Dewatering	1 ea	\$10,000.00	\$10,000.00	\$17,300.00	\$17,300.00	\$31,000.00	\$31,000.00	
Total Bid			\$62,428.00		\$85,405.00		\$129,600.00	
Addendum								
All electrical and chem			DU employees					
All water main materia	ls will be sup	plied by DU						

TO: HONORABLE MAYOR AND CITY COUNCIL /BOARD OF PUBLIC WORKS

FROM: Derril Marshall

DATE: August 4, 2014

SUBJECT: Boiler Replacement, Administration Building

Recommendation: Approve resolution to award bid

Background: This project is to replace the boiler in the Administration Building due to age. The new boiler system will also be more efficient and reduce energy costs.

The bid tabulation is attached.

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bio
of Plibrico Company for the boiler replacement at the Administration Building in the amount of
\$108,023.00.

- WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 31st day of July 2014, at the hour of 2:00 p.m.; and,
- WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Plibrico Company be accepted as the best bid for the boiler replacement at the Administration Building; and,
- NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for the boiler replacement at the Administration Building to Plibrico Company in the amount of \$108,023.00.

PASSED AND APPROVED THIS	DAY OF	, 2014
	Scott Getzschman, Mayo	or
ATTEST:		
Kimberly Volk, MMC		

City Clerk



August 1, 2014

Mechanical
Electrical
Planting
Fire Protection
Technology
Consulting Engineers
www.specialcoding.com

City of Fremont Department of Utilities 400 East Military Avenue Fremont, Nebraska 68025-5141

Attn:

Troy Schaben, P.E.

Re:

City Administration Building Boiler Replacement

SES Project #14113

Dear Mr. Schaben:

We have received the bids submitted for the City of Fremont Administration Building Boiler Replacement. The Bid Tabulation form is attached.

All four (4) bidders submitted the necessary bid security, bid bond, and acknowledgement of receipt of Addendum No. 1, so there is no cause to reject any of the bidders.

The Base Bid amount of \$89,009 submitted by Grunwald Mechanical is the apparent low base bid, and appears to be a good choice if the City elects to implement the Base Bid system of a single boiler to replace the existing boiler.

The Alternate Bid amount of \$108,023 submitted by Plibrico Company is the apparent low alternate bid, and appears to be a good choice if the City elects to implement the Alternate Bid system of dual modular boilers to replace the existing boiler.

The Alternate Bid amount is \$19,014 higher that the Base Bid. The additional cost of the Alternate Bid provides a level of redundancy to the heating system in the event one (1) boiler should fail; the building heating can still be maintained at an acceptable level with only one (1) boiler operating. Another advantage of the dual modular boiler system is the increase in efficiency realized by operating smaller boilers when heating loads are fairly light. Boilers are most efficient operating at the lower end of their firing rate; utilizing dual boilers operating at low fire in lieu of a single boiler firing at twice the firing rate can reduce operating cost 15% to 20%.

It is our opinion that the Alternate Bid provides sufficient benefits to the City of Fremont to warrant the additional cost. We recommend the City of Fremont award the contract to Plibrico Company for the Alternate Bid in the amount of \$108,023.

Thank you for the opportunity to provide engineering services to the City of Fremont.

Sincerely,

Joe T. Hazel, P.E.

Joe J. Wazel

Principal

Bid Tabulation



Date:

07/31/14

Project Name:

City of Fremont Administration Building

Boiler Replacement

Project #: 14113

Organization/Company	Add No. 1	Bid Security	Bid Bond	Base Bld	Base Bid: Alternate Boiler	Alternate Boiler Manufacturer	Alternate Bid
Grunwald Mechanical	х	x	х	\$89,009	N/A	N/A	\$111,995
Hooper Heating and Cooling	х	х	х	\$112,000	N/A	N/A	\$121,000
Plibrico Company	x	×	х	\$92,171	\$90,029	Lochinvar Crest	\$108,023
Prairie Mechanical	х	×	х	\$109,500	N/A	N/A	\$128,500

TO: HONORABLE MAYOR AND CITY COUNCIL /BOARD OF PUBLIC WORKS

FROM: Derril Marshall

DATE: August 4, 2014

SUBJECT: Roof replacement

Recommendation: Approve resolution to award bid

Background: This project is to replace the metal roof on the Solids Processing Building at the Waste Water Treatment Plant. The current roof is deteriorating because of corrosive gases at the plant. The new roof material has a factory applied coating to protect it from the gases.

Bid tab is attached.

RESOLUTION NO
A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of Magnum Builders for the Solid Processing Building roof repair at the WWTP in the amount of \$72,424.40.
WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 30 th day of July 2014, at the hour of 2:00 p.m.; and,
WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Magnum Builders be accepted as the best bid for the Solid Processing Building roof repair at the WWTP; and,
NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for the Solid Processing Building roof repair at the WWTP to Magnum Builders in the amount of \$72,424.40.
PASSED AND APPROVED THIS DAY OF, 2014
Scott Getzschman, Mayor
ATTEST:

Kimberly Volk, MMC City Clerk

BID TABULATION FOR SOLIDS PROCESSING BATTEN METAL ROOF REPAIR - 2014 FOR THE CITY OF FREMONT, NEBRASKA

				Magnum B 310 E Ck Fremont, NE	overly		
JTEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost		
1	REMOVE EXISTING ROOF SYSTEM	1.0	LS	\$9,800.00	\$9,800.00	 	
2	CONSTRUCT 24 GAUGE BATTEN METAL ROOF WITH FLOUROPLO	4,900.0	SF	\$7.76	\$38,024.00	 	
3	REMOVE SKYLIGHTS AND CONSTRUCT DECKING IN VOIDS	3.0	EA_	\$1,000.00	\$3,000.00	 	
4	REMOVE AND RE-INSTALL EXISTING GUTTERS	260	LF	\$11.54	\$3,000.40		
5	INSTALL SELF REGULATING HEAT TAPE SYSTEM	600.0	LF	\$15.00	\$9,000.00		
6	REPLACE DENS DECK SHEATHING & INSULTATION	2,400.0	SF	\$4.00	\$9,600.00		
					_		
		TOTAL BID		\$72,424	1.40	 	

^{*} Corrected Bid Total

TO: HONORABLE MAYOR AND CITY COUNCIL /BOARD OF PUBLIC WORKS

FROM: GENERAL MANAGER, DEPARTMENT OF UTILITIES

DATE: August 4, 2014

SUBJECT: Water Main Replacement

Recommendation: Approve resolution to award bid.

Background: Project replaces the water main in Military Ave. from Clarkson Street to Park Street and Park Street from Military Avenue to 8th Street. The project involves replacing cast iron water main due to age with an 8 inch main and will also improve capacity in the area. The project is a match for the Comprehensive Revitalization Project.

Bid tab is attached.

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding bid of Penro Construction Co. Inc. for the Water Main Replacement and Relocation Project 2014 in the amount of \$261,529.80.

- WHEREAS, said bids were publicly opened, read and tabulated in the Council Chambers on the 31st day of July 2014, at the hour of 2:00 p.m.; and,
- WHEREAS, the Board of Public Works has reviewed the bids received and recommends the bid of Penro Construction Co. Inc. be accepted as the best bid for the Water Main Replacement and Relocation Project 2014; and,
- NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Board of Public Works and approve the award for the Water Main Replacement and Relocation Project 2014 to Penro Construction Co. Inc. in the amount of \$261,529.80.

PASSED AND APPROVED THIS	DAY OF, 2014	
	Scott Getzschman, Mayor	
ATTEST:		
Kimberly Volk, MMC		

City Clerk

BID TABULATION FOR WATER MAIN REPLACEMENT & RELOCATION - 2014 FOR THE CITY OF FREMONT, NEBRASKA BID DATE - July 31, 2014

				Penro Constrt 810 industrial Ro Pender, N	ad P.O. Box 520 le 68047	Thompson Construction, Inc. Sawyer Construction P.O. Box 640 220 W. Cloverly Arlington, NE 68002 Fremont, NE 68025		Cloverly IE 68025	General Excavating 6701 Comhusker Highway Lincoln, NE 68507		
ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	REMOVE EXISTING SIDEWALK AND DRIVES	9,800	SF	\$1.25	\$12,250.00	\$1.00	\$9,800.00	\$1.50	\$14,700.00	\$1.50	\$14,700.00
2	CONSTRUCT 8" D.I.P. CL 52 WATER MAIN	2,050	LF	\$42.45	\$87,022.50	\$51.00	\$104,550.00	\$60.00	\$123,000.00	\$68.10	\$139,605.00
3	CONSTRUCT 3/4* COPPER SERVICE LINE	1,030	LF	\$23.05	\$23,741.50	\$ <u>16.00</u>	\$16,480.00	\$21.00	\$21,630.00	\$17.40	\$17,922.00
4	CONSTRUCT 4" DIP SERVICE LINE	54	LF	\$48.00	\$2,592.00	\$42.00	\$2,268.00	\$60.00	\$3,240.00	\$87.90	\$4,746.60
5	CONSTRUCT 8" GATE VALVE & BOX	1	EΑ	\$1,180.00	\$1,1 <u>80.00</u>	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,284.70	\$1,284.70
6	CONSTRUCT 8" X 8" X 8" TEE	2	EA	\$230.25	\$460.50	\$160.00	\$320.00	\$500.00	\$1,000.00	\$261.60	\$523.20
7	CONSTRUCT 8" X 8" X 4" TEE	2	ΕA	\$226.65	\$453.30	\$160.00	\$320.00	\$500.00	\$1,000.00	\$261.60	\$523.20
8	CONSTRUCT FIRE HYDRANT ASSEMBLY	2	EA	\$1,290.00	\$2,580.00	\$2,150.00	\$4,300.00	\$2,500.00	\$5,000.00	\$1,133.20	\$2,266.40
9	CONSTRUCT 4" CONCRETE SIDEWALK / 5" DRIVE	9,700	SF	\$5.10	\$49,470.00	\$5.00	\$48,500.00	\$5.00	\$48,500.00	\$5.00	\$48,500.00
10	CONSTRUCT SIDEWALK RAMP	5	EΑ	\$525.00	\$2,625.00	\$560.00	\$2,800.00	\$500.00	\$2,500.00	\$587.00	\$2,935.00
11	CONNECT TO EXISTING WATER MAIN	9	EΑ	\$1,115.00	\$10,035.00	\$650.00	\$5,850.00	\$900.00	\$8,100.00	\$1,301.80	\$11,716.20
12	CONNECT TO EXISTING WATER SERVICE	24	ΕA	\$455.00	\$10,920.00	\$390.00	\$9,360.00	\$330.00	\$7,920.00	\$824.80	\$19,795.20
13	JACK / BORE 3/4" WATER SERVICE LINES	820	LF	\$11.00	\$9,020.00	\$22.00	\$18,040.00	\$22.00	\$18,040.00	\$14.50	\$11,890.00
14	JACK / BORE 12" STEEL CASING PIPE	275	LF	\$115.20	\$31,680.00	\$182.00	\$50,050.00	\$160.00	\$44,00 <u>0.00</u>	\$296.30	\$81,482.50
15	JACK / BORE 8" STEEL CASING PIPE	50	LF	\$110.00	\$5,500.00	\$162.00	\$8,100.00	\$160.00	\$8,000.00	\$250.60	\$12,530.00
16	SODDING	12,000.0	SF	\$1.00	\$12,000.00	\$1.00	\$12,000.00	\$1.50	\$18,000.00	<u>\$1.10</u>	\$13,200.00
											_
		TOTAL BID		\$261,5	29.80	\$294,3	38.00	\$326,2	30.00	\$383,6	20.00

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jean Kaup Van Iperen, Office Services Associate

DATE: August 6, 2014

SUBJECT: Appointment to Citizens Advisory Review Committee

Recommendation: Move to approve the recommendation of the Mayor to appoint Dan Martinez to the Citizen Advisory Review Committee (LB 840) to fill an unexpired term ending February 2019.

Background: Appointment necessary due to the resignation of Gary Schmidt.

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DAVE GOEDEKEN, PUBLIC WORKS DIRECTOR

DATE: AUGUST 7, 2014

SUBJECT: PARKING STALLS 6TH & MAIN

Recommendation: Move to approve Resolution.

Background: It has been requested by the public to remove the loading/unloading designation at the old 6th & Main bus stop. Fremont Municipal Code 5-412 states the City Council shall by resolution designate bus stop zones. This resolution, if approved, will rescind any previous designation and will give permission to the Street Department to paint the curbs and remove the signs.

RESOLUTION NO.	
----------------	--

A Resolution of the City Council of the City of Fremont, Nebraska, rescinding designation of bus loading and unloading zone at 6th and Main Street.

Whereas,	The Fremont City Council vo	oted to disco	ntinue public bus service ef	fective July 1, 2014;	and,
Whereas, Resolution; and	The Fremont Municipal Co	ode 5-412 st	ates bus loading and unlo	pading designation	shall be done by
Whereas, stop at 6th and	there has been a request from	om the public	c to remove the bus loading	and unloading des	ignation at the bus
	ORE BE IT RESOLVED BY To the centerline of 6th Street				et, from 66 feet to
PASSED AND	APPROVED THIS	_ DAY OF	, 20	014	
		Sco	ott Getzschman, Mayor		
ATTEST:					
Kimberly Volk, City Clerk	MMC				
Only Chorn					

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: August 7, 2014

SUBJECT: Yager Road & 23rd Street

Recommendation: None

Background: City Attorney was asked to prepare a Resolution directing City staff to aggressively and expeditiously explore overall feasibility including: design, financing, including cost benefit analysis, identifying stake holders and seeking open discussions with the public and property owners.

Fiscal Impact: unknown

RESOLUTION NO
A Resolution of the City Council of the City of Fremont, Nebraska to direct staff to aggressively explore options regarding roadway realignment of Yager Road and 23 rd Street.
WHEREAS, A property developer presented proposed changes to Yager Road and the City Council discussed possibilities to improve the area at 23^{rd} and Yager Road at the Council Retreat on February 1, 2014.
WHEREAS, Changing the roadway alignment at 23 rd Street and Yager Road fits within the goals of the Long-Range Transformation Plan 2035, adopted May 29, 2012 with Resolution No. 2012-079, and is part of the One & Six Year Street Improvement Plan approved with Resolution No. 2014-010 on January 28, 2014.
WHEREAS, Improving roadway alignment at 23 rd Street and Yager Road would further enhance access and traffic safety to both the City of Fremont Data Center Technology Park and the Fountain Springs Addition area.
WHEREAS, Roadway alignment at 23 rd Street and Yager Road has been an ongoing issue for many years. Public input indicating a desire for improvements was received by City Council during the July 29, 2014 City Council meeting during the public hearing relating to the general redevelopment plan for the 23 rd Street Redevelopment Area project.
WHEREAS, City Council would like City staff to aggressively and expeditiously explore overall feasibility of roadway alignment including design, financing, cost benefit analysis, identifying stake holders and to seek open discussions with the public and property owners.
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that the Mayor is hereby authorized to sign this resolution to direct City staff to aggressively and expeditiously explore overall feasibility of roadway alignment including design, financing, cost benefit analysis, identifying stake holders and to seek open discussions with the public and property owners along Yager Road and 23 rd Street, so further action may be taken by Council.
Passed and approved this day of, 2014.

ATTEST:

Kimberly Volk, MMC, City Clerk

Scott Getzschman, Mayor

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: August 7, 2014

SUBJECT: Various chapters Fremont Municipal Code

Recommendation: Hold third reading as reconsidered and amended with Sunday alcohol sales beginning at

9:00 a.m. and vote on ordinance.

Background: Mayor Getzschman has authorized, at the request of Terry Synovec of Plaza Lanes, consideration of Sunday alcohol sales to be changed <u>from</u> 12:00 noon to 1:00 a.m. to 1:00 a.m. to 1:00 a.m.

Fiscal Impact: unknown

ORDINANCE NO. 5310 (RECONSIDERED AND AMENDED JULY 8, 2014)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING VARIOUS CHAPTERS OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139; REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. Sections 3-601 thru 3-606, Parks and Recreation Department, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. Chapter 12 reorganized).

SECTION II. Sections 3-801 thru 3-809, Municipal Cemetery, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. Chapter 12 reorganized).

SECTION III. Sections 5-424 thru 5-426, Handicap Parking Permits, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 18-1737 thru 18-1741.07 RS Neb).

SECTION IV. Sections 5-501 thru 5-512, Parking Meters, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed.

SECTION V. Section 5-1001 is hereby amended to read as follows:

§5-1001 Snow Emergency Routes: Designation The following described streets are hereby declared to be snow emergency routes in the City of Fremont, Nebraska. The Mayor shall, at his discretion, place appropriate signs or other traffic control devices indicating the existence of such snow emergency routes. A designation of any street, avenue, road or highway or portion thereof as a snow emergency route shall in no way affect any previous designation of that street, avenue, road or highway for any other purposes. The snow emergency routes are as follows:

- 1. Broad Street Cloverly Road to North City Limits
- 2. Bell Street South City Limits to 23rd Street
- 3. 23rd Street West Highway 30 Bypass to East City Limits
- 4. Military Avenue Ridge Road to East City Limits
- 5. Somers Avenue Military Avenue to North City Limits
- 6. Nye Avenue Military Avenue to North City Limits
- 7. Main Street Washington Street to 23rd Street
- 8. Clarkson Street 1st Street to North City Limits
- 9. 30th Street Clarkson Street to Broad Street
- 10. Lincoln Avenue Cuming Street to North City Limits
- 11. Clarmar Avenue Cuming Street to 23rd Street
- 12.1st Street Main Street to Johnson Road
- 13.16th Street Somers Avenue to Johnson Road
- 14. Diers Parkway 16th Street to 23rd Street
- 15. Johnson Road Morningside Road to 16th Street
- 16. Fremont Drive
- 17.19th Street Somers Avenue to Luther Road
- 18. Linden Avenue Broad Street to Ridge Road

- 19. Ridge Road Military Avenue to 16th Street
- 20.16th Street Ridge Road to West City Limits
- 21. Rademakers Way County Road 20th Avenue to West 23rd Street
- 22. Colorado Avenue 23rd Street to Iowa Street
- 23. "M" Street Washington Street to Military Avenue
- 24. Iowa Street Wyoming Avenue to Seaton Avenue
- 25. Seaton Avenue 23rd Avenue North to Iowa Street
- 26. Ridge Road Seaton Avenue to North City Limits
- 27. Nebraska Avenue Iowa Street to Woods Drive
- 28. Wyoming Avenue Ohio Street to Watson Street
- 29. Ohio Street Wyoming Avenue to Palmer Drive
- 30. Palmer Drive Ohio Street to Jones Drive
- 31. Nicklaus Way Somers Avenue to Palmer Drive
- 32. Jones Drive Palmer Drive to Nebraska Avenue
- 33. Cedar Street 22nd Street to 23rd Street
- 34. Milton Road 23rd Street to North City Limits
- 35.23rd Avenue North Hancock Street to East City Limits
- 36.23rd Avenue South Lincoln Avenue to Luther Road
- 37. Laverna Street 23rd Street to North City Limits
- 38. Washington Street "M" Street to Union Street
- 39. Luther Road South City Limits to North City Limits
- 40.12th Street Luther Road to Bell Street
- 41. Union Street 1st Street to Factory Street
- 42. Factory Street Union Street to Platte Street
- 43. Platte Street Factory Street to South City Limits
- 44. Morningside Road West City Limits to East City Limits
- 45. Clarkson Street Dodge to 1st Street
- 46. Main Street Washington to Cloverly Road
- 47. Ohio Street Seaton Avenue to Ridge Road
- 48.32nd Street C to Yager Road
- 49.29th Street Clarkson to Yager Road
- 50. Reynolds Road Clarkson to 860 East 23rd
- 51. Yager Road 23rd to north city limits
- 52. Diers Parkway 23rd to north city limits
- 53. Lumber Drive 23rd to 24th Street
- 54. Deer Crossing
- 55. Elk Lane
- 56. Bud Boulevard Morningside to south city limits

SECTION VI. Sections 10-101 thru 10-114, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-103.01 thru 53-103.43 RS Neb).

SECTION VII. Section 10-115 be amended to become Section 10-101 of the Fremont Municipal Code to read as follows:

§10-101 ALCOHOLIC BEVERAGES; SALES CONSTITUTE A BUSINESS.

Under the provisions of the Zoning Regulations of the City, the sale of alcoholic beverages shall be construed to be a business in and of itself, and no permit for the sale thereof shall be issued to any applicant except upon the written consent of the owners of lots and parts of lots.

SECTION VIII. Sections 10-116 thru 10-119, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-147 thru 53-184 RS Neb).

SECTION IX. Section 10-120 be amended to become Section 10-102 of the Fremont Municipal Code to read as follows:

§10-102 ALCOHOLIC BEVERAGES; HOURS OF SALE.

- (1) It shall be unlawful for any licensed person or persons or their agents to sell any alcoholic beverages within the City except during the hours provided herein.
- (2) All alcoholic liquors and alcoholic beverages, including beer and wine may be sold either on-sale or off-sale from 6:00 A.M. to 1:00 A.M., Mondays through Saturdays, and from 9:00 A.M. to 1:00 A.M. on Sundays, and, in addition thereto, on Sunday, December 24th and on Sunday December 31st beer and wine may be sold off sale from 8:00 A.M. to 12:00 Noon.
- (3) No persons or persons shall consume any alcoholic beverages on licensed premises for a period of time longer than fifteen (15) minutes after the time fixed herein for stopping the sale of alcoholic beverages on the said premises. For the purposes of this section, "on sale" shall be defined as alcoholic beverages sold by the drink for consumption on the premises of the licensed establishment; "off sale" shall be defined as alcoholic beverages sold at retail in the original container for consumption off the premises of the licensed establishment.
- (4) Nothing in this section shall be construed to prohibit licensed premises from being open for other business on days and hours during which the sale or dispensing of alcoholic beverages is prohibited by this section.

SECTION X. Sections 10-121 thru 10-126, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-102 thru 53-186.01 RS Neb).

SECTION XI. Section 10-127 be amended to become Section 10-103 of the Fremont Municipal Code to read as follows:

§10-103 ALCOHOLIC BEVERAGES; SIDEWALK CAFES.

The City Council may permit the public streets and sidewalks within the City limits to be occupied and used under a lease, license, or other permission by a person, business, or others for the sale of services or goods, and to permit the placement of nonpermanent sidewalk cafes, tables, chairs, benches, and other temporary improvements, including fencing or other enclosure from which such sales can be transacted on the public streets and sidewalks.

Any such uses, permits or improvements shall be subject to termination or removal upon thirty days notice from the City, without cause, in the sole discretion of the City Council.

SECTION XII. Section 10-128 be amended to become Section 10-104 of the Fremont Municipal Code to read as follows:

§10-104 ALCOHOLIC BEVERAGES; RETAIL LIQUOR LICENSE APPLICATION; REQUIRE-MENTS AND PROCEDURE. Notice of a hearing held pursuant to Neb. Rev. Statute 53-134 shall be given to the applicant by the City Clerk and shall contain the date, time, and location of the hearing. Two (2) or more proceedings which are legally or factually related may be heard and considered together unless any party thereto makes a showing sufficient to satisfy the Council that prejudice would result there from. Hearings will be informal and conducted by the Mayor. The intent is an inquiry into the facts, not an adversary action. The Council shall not be bound by the strict rules of evidence, and shall have full authority to control the procedures of the hearing including the admission or exclusion of testimony or other evidence. The Council may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent individuals in the conduct of their affairs. The Mayor may limit testimony where it appears incompetent, irrelevant, or unduly repetitious.

The order of the proceeding is as follows:

- 1. Presentation of evidence, witnesses and arguments by applicant.
- 2. Cross-examination by the opposition to the applicant.
- 3. Presentation of evidence, witnesses and arguments by those in opposition to the applicant.
- 4. Cross-examination by the applicant.
- S. Rebuttal evidence by both parties.
- 6. Summation by both parties.

In all cases, the burden of proof and persuasion shall be on the party filing the application. Any member of the Council may question any witness, call witnesses, or request information. All witnesses shall be sworn. A transcript may be requested by the applicant at the applicant's expense.

SECTION XIII. Section 10-129 be amended to become Section 10-105 of the Fremont Municipal Code to read as follows:

§10-105 ALCOHOLIC BEVERAGES; RETAIL LIQUOR LICENSING STANDARDS AND EVALUATION CRITERIA

The City Council shall consider the following standards and criteria in evaluation of retail liquor license applications for the purpose of formulating a recommendation for the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act:

- 1. The adequacy of existing law enforcement resources and services in the area and any recommendation made by the Police Department and/or other law enforcement agency.
- 2. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises and parking requirements.
- 3. Zoning restrictions.
- 4. The sanitation or sanitary conditions on or about the proposed licensed premises.
- 5. The existence of a citizen's protest and any other evidence in support of or opposition to the application.
- 6. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
- 7. That the nature of the neighborhood where the proposed premise is located is suitable and appli-

cable for placement of a liquor establishment.

- 8. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
- 9. That the applicant must ensure that every precaution has been taken to protect against the possibility of shoplifting of alcoholic beverages.
- 10. That the application is for a business, the sole purpose for which is the sale or dispensing of liquor, or the sale or dispensing of liquor is a substantial integral part of the business, and not just incidental thereto.
- 11. The quality and management ability of the applicant.
- 12. Assurances that the applicant will comply with State laws, liquor regulations and City ordinances and regulations.
- 13. Assurances that the application will provide an improvement to the neighborhood, a betterment to the City, and meets a true community need.
- 14. That the applicant is not prohibited from holding a license by virtue of section 53-125, Nebraska Reissue Revised Statutes.
- 15. That past performance of the applicant was satisfactory if the applicant previously held a liquor license.
- 16. Other information and data that may reasonably be considered pertinent to the issuance of the license.

The aforementioned licensing standards and criteria are not necessarily of equal value that can be computed in a mathematical formula. Rather, they are standards and criteria which can be weighed and cumulated positively and negatively. The burden of proof and persuasion shall be on the party filing the application. Moreover, the City Council shall give an affirmative recommendation to the Nebraska Liquor Control Commission only when the applicant has satisfactorily demonstrated that the issuance of the retail liquor is generally consistent with the preceding standards and criteria is in the best interest of the public.

SECTION XIV. Section 10-130, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-124.12 RS Neb).

SECTION XV. Section 10-131 be amended to become Section 10-106 of the Fremont Municipal Code to read as follows:

§10-106 BOTTLE CLUBS; DEFINED.

A bottle club is hereby defined to mean any business or commercial operation, whether open to the public or where entrance is limited by any fee, cover charge, membership, or similar requirement to which patrons bring with them alcoholic liquor to be consumed or stored for consumption on the business premises and where such business or premises is not licensed to sell or dispense alcoholic beverages.

SECTION XVI. Section 10-132 be amended to become Section 10-107 of the Fremont Municipal Code to read as follows:

§10-107 BOTTLE CLUBS; PROHIBITED.

- (1) It shall be unlawful for any person to knowingly or intentionally operate a bottle club.
- (2) It shall be unlawful for any person to knowingly or intentionally allow or permit the operation of a bottle club on the premises owned by or under the direction and control of such person.

SECTION XVII. Section 10-601 be amended to become Section 10-108 of the Fremont Municipal Code to read as follows:

§10-108 OCCUPATION TAX; AMOUNTS

For the purpose of raising revenue, an occupation tax is hereby levied on alcoholic beverages. The occupation tax collected shall be in accordance with the Nebraska Liquor Control Commission laws.

SECTION XVIII. A new Section 10-109 be added to the Fremont Municipal Code as follows:

§10-109 SPECIAL DESIGNATED LICENSE; APPLICATION FEE

There shall be a (\$50) fifty dollar per day application fee for any Special Designated License when the applicant does not hold a class K (catering) liquor license from the Nebraska Liquor Control Commission.

SECTION XIX. Sections 10-602 thru 10-604, Occupation Tax, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 16-205 RS Neb).

SECTION XX. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION XXI. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS	_ DAY OF	, 2014
ATTEST:		Scott Getzschman, Mayor
Kimberly Volk MMC, City Clerk		

To the Honorable Mayor Getzschmann and members of the Freniont City Council:

Lam writing to ask for a change for operating hours for Sunday morning been and liquor sales. We currently are restricted by a (12) noon opening time. Tam writing to ask for a 9 a.m. opening for all alcohol sales.

My request is driven by the fact that Fremont will be hosting the 2015 Men's State Bowling tournament beginning February 21st. This tournament will bring approximately 400 teams of five bowlers each. These 2,000 bowlers, plus spectators, will visit Fremont over the murse of eleven weekends. In order to accommodate this amount of bowlers between our two sixteen lane centers, we will have squad times beginning at 8 a.m. on Saturdays and 9 a.m. on Sundays. As we all know, bowling and been go hand in hand. I also would hate to lose the potential for 33 hours of liquor sales, profit for me and an increase in the versue for the city. This policy has hurt our bowling centers in the bidding process for these types of tournaments, and may hurt other industries in Fremont as well. This tournament will create additional room rentals, food and beverages sales and entertainment opportunities for the city.

Additionally, I hast various fournaments over the year that may start before noon on Sundays that would also create alcohol sales and thus an increase in fax revenue. It also believe that those of us in town that purchase the NFC Direct Ticket on Sundays would profit by having liquor sales before games start at noon.

Of the 61 liquor licenses, I spoke with 22 establishments, considered to be a bar or restaurant, regarding their opinion on Sunday morning, liquor sales. Twenty one of them signed that they would like to have the ability to serve on Sunday mornings. Some indicated very strongly that they felt this should have been changed long ago. The one remaining establishment that did not sign indicated that, as manager, he would like to have this, but is unable to sign as the required signature would have to come from the corporate office. Add not ask the off premise owners as some are corporate owned. I believe that this will not require extra staffing or extra hours on the part of these regulablishments so this would not put an extreme additional burden on them.

The amount of tax revenue for the 63 figuor linenses generated for the city could be enormous. This would create an additional 9,516 hours available for the retail sale of alcohol.

In conclusion, a collection of focal proprietors, we feel this would move the city lorward and make us more business friendly.

Thank you for your ponsideration,

Terry Synovec

Owner

30 Bow

Modification of the Fremont Alcohol/Liquor Sales Ordinance

Eagles Frat order #20	00 (Yes) No	Mgr. fall locks-	
Silver Dollar	Yes No	Mgs Mgs Andrick A Corticol	-\
Andy's on 1 st	res No	Mgr. AM MANN	
Gringo's	Yes No	Mgr.	<u></u>
Doe's Place	(Yes) No	Mgr. Lannaus Tanan	Lik
DJ's Bar & Grill	Yes No	Mer Landon for-	
San Anna's	Yes No	Mgr. Johns Jelly	An
Thirty Bowl	Yes	Mgr.	····-
Applebee's	Yes No	Mgr.	
R D's Place	Yes No	Mgr. Wayne Sooch	~- -
Irv's Deli & More	(Yes) No	Mgr. May A. Broze	
Big Red Sports Bar	Yes No	Mgr. Bill Harvey Will approve	:/
J's Steakhouse	Yes No	Mgr.	
Franky & Oly's	Yes No	Mgr.	ø
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King's Tree	Yes No	Mgr. 🕽 🕽
Plaza Lanes	Yes No	Mgr. If Julia
Tin Lizzy Tavern	(Yes) No	Mgr. Jun Stutu
L.A. Fireproof Door	Yes No	Mgr. Rycie Keall
The Gathering Hall	Yes No	Mgr.
Corner Bar	Yes No	Mgr.
Whis's End Zone Lou	inge Yes No	Mgr. Sch
Dugout Bar	Yes) No	Mgr. Rober Drews
King Tree	Yes) No	Lone Kerg
		.*

DK	074918	RISE'S DRIVE IN LIQUOR INC	DAVE'S DRIVE IN LIQUOR	Chelping
Λ	074962	KOR, ALEX	HAPPY IN N RESTAURANT	Detail <u>s</u>
D	075169	KWIK SHOP INC	K WIK SHOP #645	Deleig
D	075170	KWIK SHOP INC	KWIK SHOP 654	Details.
В	076787	MALU ENTERPRISES. INC.	CIGARETTE & SNACK OUTLET	Details
c	078738	EHPV OPERATING GROUP LLC	BIG RED RESTAURANT & SPORTS BAR	Decate: Y
1	080769	PATHEINDER EN LERTAINMENT LLC	J'S STEAKHOUSE	Controller X
C	083445	VAMP LLC	FRANKY & OLY'S	. Details X
υ	083926	DE VELEZ, ROCIO	TIENDA MEXICANA GUERRERO	Detaig
C	084177	COBRA JET INC	KING'S TREE	Datalog X
D	085000	CUBBY'S INC	CUBBY'S - FREMONT	Delais
ÇK	(186268	GATHERING HALL LLC, THE	GATHERING HALL, THE	Detaile:
СK	086276	J.P.H., INC.	PLAZA LANES	Details.
CK	088370	BURTONIAN ENTERPRISES LLC	TIN LIZZY TAVERN	County ×
c	088452	MOONSHINE HOLE LLC. THE	L.A. FIRE PROOF DOOR CO,THE	Deizet _a ×
T)	088632	WALGREEN COMPANY	WALGREENS 9899	Data 1

C	043151	JESPERSEN, DANIELE	DJ'S BAR & GRILL	CHANG X
c	051032	SAN ANN'A, LLC	SAN ANNA PIZZA & MEXICAN	Desire X
CK	051057	LITTLE CHIEF INC	DENNY'S LIQUOR	Detala
W	052383	EAGLE DISTRIBUTING INC	EAGLE DISTRIBUTING INC	Cetalg
C	052522	T. M. SYNOVEC, LLC	THIRTY BOWL	D≕¥€ X
A	056863	WHS INC	GODFATHER'S PIZZA	Détails
1	058069	J S VENTURES INC	APPLEBEE'S NEIGHBORHOOD GRILL & BAR	Details X
CK	062671	HY-VEE INC	HY-VEE FOOD STORE	Petalja
В	063604	ERICON INC	QUIK-PIK	Detaile
C	065653	R.D.'S PLACE, LLC	RD'S PLACE	Details 🗹
T4	067350	CASEY'S RETAIL COMPANY	CASEY'S GENERAL STORE 2090	Pieteil <u>e</u>
С	070916	DILLON COMPANIES INC	FOOD-4-LESS #323	Đetall <u>iy</u>
1	071367	FREMONT HOTELS INC	HOLIDAY INN EXPRESS	Details
D	071771	ALDOR LLC	BRADY'S MEATS AND FOODS	Debails
x	072304	EAGLE DISTRIBUTING INC	RAGLE DISTRIBUTING	Delait <u>a</u>
c	073622	JMJ ENTERPRISES INC	IRV'S DELL& MORE	tietaja >
D	073318	NELSON, RICK J	PERGY'S TOTAL PACKAGE	Elizabl <u>e</u>

Nebraska Liquor Control Commission -

61 matches were found.

	Class	License Number	Name	Doing Business As	Full Liçense
	С	001439	EAGLES FRAT ORDER 200	EAGLES FRAT ORDER 200	Details X
	С	001441	FREMONT GOLF CLUB INC	FREMONT GOLF CLUB	Cettella
	С	007179	BARTELS, THOMAS E	SILVER DOLLAR	- Octoba X
	В	043300	TOUCH N' GO, INC.	TOUCH N GO	Details
	מ	013595	BURGOYNE SR, THOMAS I	TOM'S BEVERAGE SHOP	Clebat <u>a</u>
	1	019711	ANDY CO INC	ANDY'S ON IST	Cetale X
	ı	020334	NOSAL, TERRENCE P	GRINGO'S	Details X
	[023154	BRASS WOK RESTAURANT INC	BRASS WOK RESTAURAN I	Octavas NO
	В	035429	FOUCH 'N' GO, INC.	TOUCH N GO #4	Distribute .
	В	025460	WEISS, ROBERT C	BROAD STREET AMOCO	Dorphis.
	В	02.6789	WEISS, ROBERT C	AMOCO SHORT STOP	Delnię
,	T s	027721	CASEY'S RETAIL COMPANY	CASEY'S GENERAL STORE 1737	Detail <u>s</u>
	υ	030418	WAL-MART STORES INC	WALMART STORE 776	Details
(C	U38579	DOE'S PLACE INC	DOE'S PLACE	Qatalig X

D	090912	HY-VEE INC	HY-VEE GAS	Detaile
Λ	091082	INCREDIBLE ENTERPRISES, L.L.C.	VALENTINO'S OF FREMONT	Details y
C	096249	F & T INC.	CORNER BAR	Delate: X
1	098882	LA HACIENDA MEXICAN REST LLC	LA HACIENDA MEXICAN RESTAURANT	(Defails)
CK	099140	SAWYER, MITCH	WHIS'S END ZONE LOUNGE	Direction of the Control of the Cont
D	101607	BOSSELMAN PUMP & PANTRY INC	PUMP & PANTRY 48	Details
B	102325	EXPRESSWAY FOOD MART LLC	EXPRESSWAY FOOD MART I	Ceratic
В	102326	EXPRESSWAY FOOD MARTILLC	EXPRESSWAY FOOD MART 2	<u> Četsilij</u>
D	104061	ERICON INC	QUIK-PIK	Circles is
D	104072	MLB TEAM LLC	QUIK SPOT, THE	Details
D	104074	MLB TEAM LLC	QUIK SPOT, THE	Details
С	105095	DREWS, ROBIN	DUGOUT BAR	Dekelig X
СК	107211	BARTA, JACK B *SPOUSE	JACK'S	Details.
1	107224	HENGTIMETIC	PRANKY AND OLY'S	Data 12

Staff Report

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: August 7, 2014

SUBJECT: Annexation of Ritz Lake – Phase I

Recommendation: Hold third reading and vote on Ordinance.

Background: The City of Fremont requests the annexation of property located in the NW ¼ of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska. This tract of land represents the first phase of the Ritz Lake development. The Developer and Project Engineer are in support of this annexation.

ORDINANCE	NO.		

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA ANNEXING THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6^{TH} P.M., DODGE COUNTY, NEBRASKA, AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NE-BRASKA:

SECTION I. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban in character, will receive material benefits and advantages from annexation to said City, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°59'40"E, A DISTANCE OF 75.00' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LUTHER ROAD: THENCE N00°01'47"E. ON A LINE 75.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.95' TO THE TRUE POINT OF BEGINNING; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 45.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.00' TO A POINT: THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'47"E, ON A LINE 50.00' EAST OF AND PARALLEL WITH A WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER. A DISTANCE OF 199.99' TO A POINT: THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 260.04' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT: THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 239,94' TO A POINT: THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER. A DISTANCE OF 199.99' TO A POINT; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT: THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH A WEST LINE THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 323.98' TO A POINT; THENCE N89°59'51"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'38"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 55.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 80.00' TO A POINT: THENCE N89°59'51"E, A DISTANCE OF 112.92' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 40°36'34", A RADIUS OF 160.00', AN ARC LENGTH OF 113.40', A CHORD LENGTH OF 111.04', A TANGENT LENGTH OF 59.20', AND A CHORD BEARING OF N69°41'34"E, TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°04'24", A RADIUS OF 377.50', AN ARC LENGTH OF 7.07', A CHORD LENGTH OF 7.07', A TANGENT LENGTH

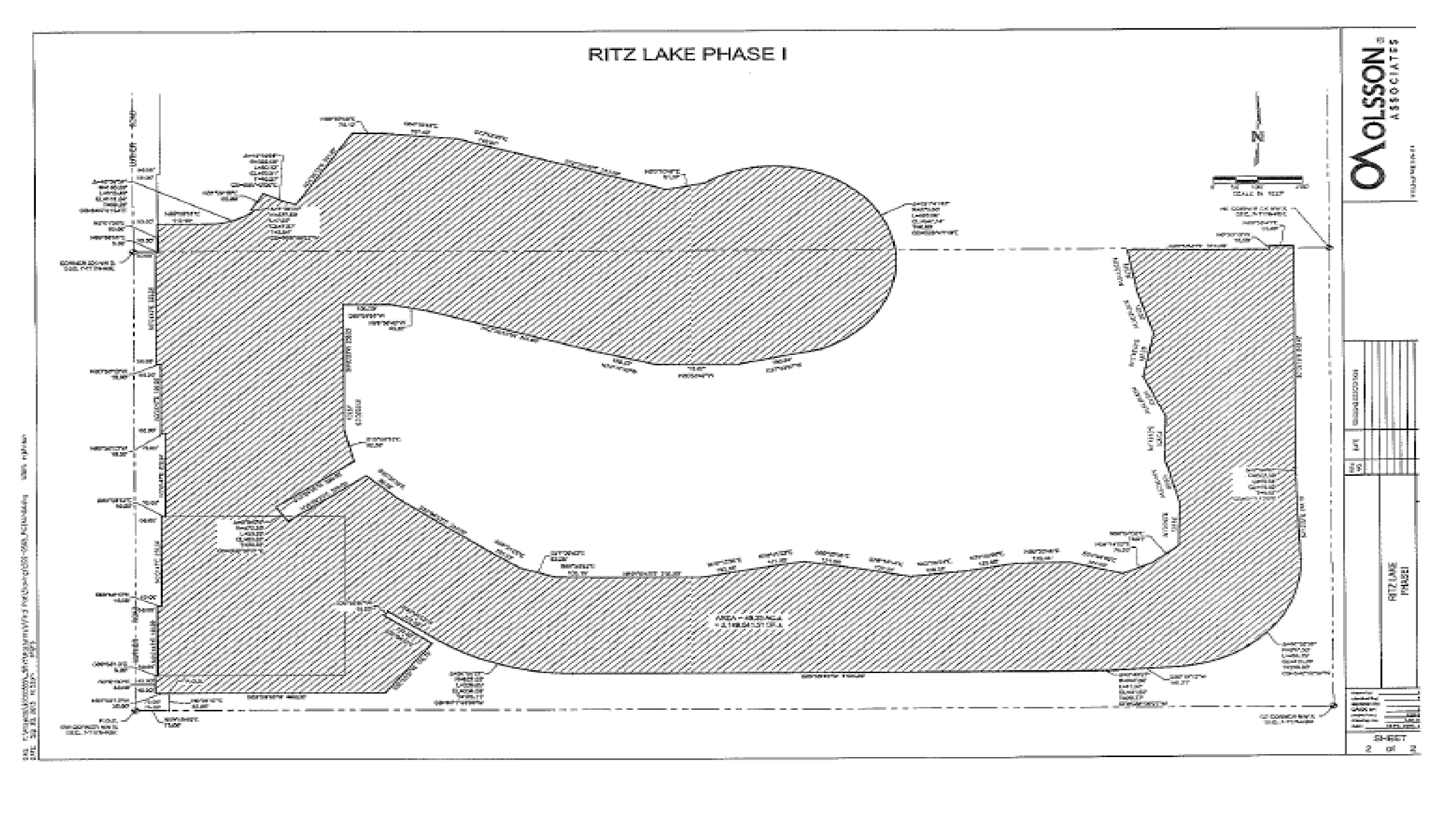
OF 3.54', AND A CHORD BEARING OF N59°08'02"W TO A POINT: THENCE N31°24'10"E, A DISTANCE OF 55.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°14'01", A RADIUS OF 322.50', AN ARC LENGTH OF 80.12', A CHORD LENGTH OF 79.91', A TANGENT LENGTH OF 40.27', AND A CHORD BEARING OF S65°42'50"E TO A POINT; THENCE N31°46'12"E, A DISTANCE OF 241.87' TO A POINT; THENCE N89°59'55"E, A DISTANCE OF 70.12' TO A POINT; THENCE S84°15'43"E, A DISTANCE OF 167.40' TO A POINT; THENCE S72°45'09"E, A DISTANCE OF 140.97' TO A POINT; THENCE S72°35'59"E, A DISTANCE OF 351.98' TO A POINT: THENCE N79°10'47"E, A DISTANCE OF 91.91' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 191°41'47", A RADIUS OF 275.00', AN ARC LENGTH OF 920.08', A CHORD LENGTH OF 547.14', A TANGENT LENGTH OF 0.00', AND A CHORD BEARING OF S28°41'19"E TO A POINT; THENCE S77°03'57"W, A DISTANCE OF 193.24' TO A POINT; THENCE N89°56'47"W, A DISTANCE OF 191.07' TO A POINT; THENCE N74°17'40"W, A DISTANCE OF 150.23' TO A POINT; THENCE N72°35'55"W, A DISTANCE OF 375.00' TO A POINT; THENCE N76°58'40"W, A DISTANCE OF 96.61' TO A POINT; THENCE S89°59'51"W, A DISTANCE OF 106.30' TO A POINT; THENCE S00°00'23"W, A DISTANCE OF 258.95' TO A POINT: THENCE CONTINUING S00°00'23"W, A DISTANCE OF 103.51' TO A POINT: THENCE S13°50'16"E, A DISTANCE OF 92.39' TO A POINT: THENCE S53°24'25"W, A DISTANCE OF 220.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°04'28", A RADIUS OF 472.50', AN ARC LENGTH OF 50.09', A CHORD LENGTH OF 50.07', A TANGENT LENGTH OF 25.07', AND A CHORD BEARING OF S33°33'21"E TO A POINT; THENCE N53°24'25"E, A DISTANCE OF 220.00' TO A POINT: THENCE \$46°54'33"E, A DISTANCE OF 96.58' TO A POINT: THENCE \$53°04'53"E, A DISTANCE OF 240.00' TO A POINT; THENCE S55°01'26"E, A DISTANCE OF 101.63' TO A POINT; THENCE S71°29'43"E, A DISTANCE OF 83.35' TO A POINT; THENCE S88°54'53"E, A DISTANCE OF 103.19' TO A POINT; THENCE N89°59'40"E, A DISTANCE OF 230.00' TO A POINT; THENCE N78°13'34"E, A DISTANCE OF 122.58' TO A POINT; THENCE N79°41'23"E, A DISTANCE OF 111.80' TO A POINT: THENCE S80°32'35"E. A DISTANCE OF 121.66' TO A POINT: THENCE S78°14'14"E. A DISTANCE OF 122.58' TO A POINT; THENCE N83°20'24"E, A DISTANCE OF 120.81' TO A POINT; THENCE N79°36'20"E, A DISTANCE OF 122.00' TO A POINT; THENCE N88°33'45"E, A DISTANCE OF 120.04' TO A POINT; THENCE S74°04'05"E, A DISTANCE OF 124.80' TO A POINT; THENCE N64°14'02"E, A DISTANCE OF 75.02' TO A POINT; THENCE N50°57'59"E, A DISTANCE OF 74.91' TO A POINT: THENCE N01°03'49"E, A DISTANCE OF 124.98' TO A POINT: THENCE N14°34'09"W. A DISTANCE OF 129.06' TO A POINT; THENCE N01°13'10"E, A DISTANCE OF 125.04' TO A POINT; THENCE N23°39'14"W. A DISTANCE OF 125.40' TO A POINT: THENCE N10°42'40"E. A DISTANCE OF 127.28' TO A POINT; THENCE N16°38'31"W, A DISTANCE OF 130.36' TO A POINT; THENCE N10°01'16"W, A DISTANCE OF 116.73' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 319.00' TO A POINT; THENCE N00°09'19"W, A DISTANCE OF 10.00' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 55.00' TO A POINT; THENCE S00°09'19"E, A DISTANCE OF 642.42' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°04'02", A RADIUS OF 552.50', AN ARC LENGTH OF 19.94', A CHORD LENGTH OF 19.93', A TANGENT LENGTH OF 9.97', AND A CHORD BEARING OF S01°11'20"E, TO A POINT; THENCE S02°13'22"E, A DISTANCE OF 244.18' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°32'35", A RADIUS OF 297.50', AN ARC LENGTH OF 459.75', A CHORD LENGTH OF 415.35', A TANGENT LENGTH OF 290.03', AND A CHORD BEARING OF S42°02'56"W, TO A POINT: THENCE S86°19'13"W, A DISTANCE OF 141.71' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°40'27", A RADIUS OF 647.50', AN ARC LENGTH OF 41.52', A CHORD LENGTH OF 41.52', A TANGENT LENGTH OF 20.77', AND A CHORD BEARING OF S88°09'27"W, TO A POINT; THENCE S89°59'40"W, A DISTANCE OF 1,184.26' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°55'27". A RADIUS OF 527.50'. AN ARC LENGTH OF 339.95', A CHORD LENGTH OF 334.09', A TANGENT LENGTH OF 176.11', AND A CHORD BEARING OF N71°32'36"W, TO A POINT; THENCE N53°04'53"W, A DISTANCE OF 122.50' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 15.00' TO A POINT; THENCE S53°04'53"E, A DISTANCE OF 135.00' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 176.75' TO A POINT; THENCE S89°59'18"W, A DISTANCE OF 488.08' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,149,541.51 SQUARE FEET OR 49.35 ACRES, MORE OR LESS.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION II: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after

its passage, approval, and publication as required by	/ law.
PASSED AND APPROVED THIS DAY OF	, 2014
	Scott Getzschman, Mayor
ATTEST:	
Kimberly Volk, MMC	

City Clerk



TO: Honorable Mayor and City Council

FROM: Justin Zetterman, Interim Planning Director

DATE: August 7, 2014

SUBJECT: Request to rezone part of Lot 1, Steenblock Subdivision.

Recommendation: 1. Move to suspend rules and place on final reading; 2. hold final reading; 3. Vote on Ordinance.

Background: The rezoning is being requested by the existing owner of said parcel with the intent to clean up a non-conforming use of a residential property within and LI – Limited Industrial zoning district.

Lot 1, Steenblock Subdivision is within a LI Limited Industrial Zoning District and is surrounded by LI Limited Industrial to the north and west, by GC General Commercial to the south and R-2 Moderate-Density Residential Zoning to the east. This rezoning will create an R-2 zoned parcel that is contiguous with the R-2 zoning district to the east.

The Planning Commission approved this rezone on July 21, 2014.

Mr. Steenblock has requested waiving of the three readings of the ordinance.

The proposed rezoning is in conformance with the requirements of the Future Land Use Plan, and is in conformance with the proposed Comprehensive Plan, Blueprint for Tomorrow.

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING PARAGRAPH "B" OF ARTICLE 406 OF ORDINANCE NO. 3939 TO REZONE THE PROPERTY DESCRIBED HEREIN FROM LI – LIMITED INDUSTRIAL DISTRICT TO R-2 MODERATE DENSITY RESIDENTIAL DISTRICT; TO REPEAL PARTS OF ORDINANCE NO. 3939 IN CONFLICT HEREWITH; AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NE-BRASKA:

SECTION I. REZONE. That Paragraph "b" of Article 40 of Ordinance No. 3939 as it pertains to the Official Zoning Map is changed to rezone the following described real estate: part of Lot 1, Steenblock Subdivision, City of Fremont, Dodge County, Nebraska, located in Section 12, Township 17 North, Range 8 East of the 6th P.M. from LI – Limited Industrial District to R-2 Moderate-Density Residential District, more particularly described as follows:

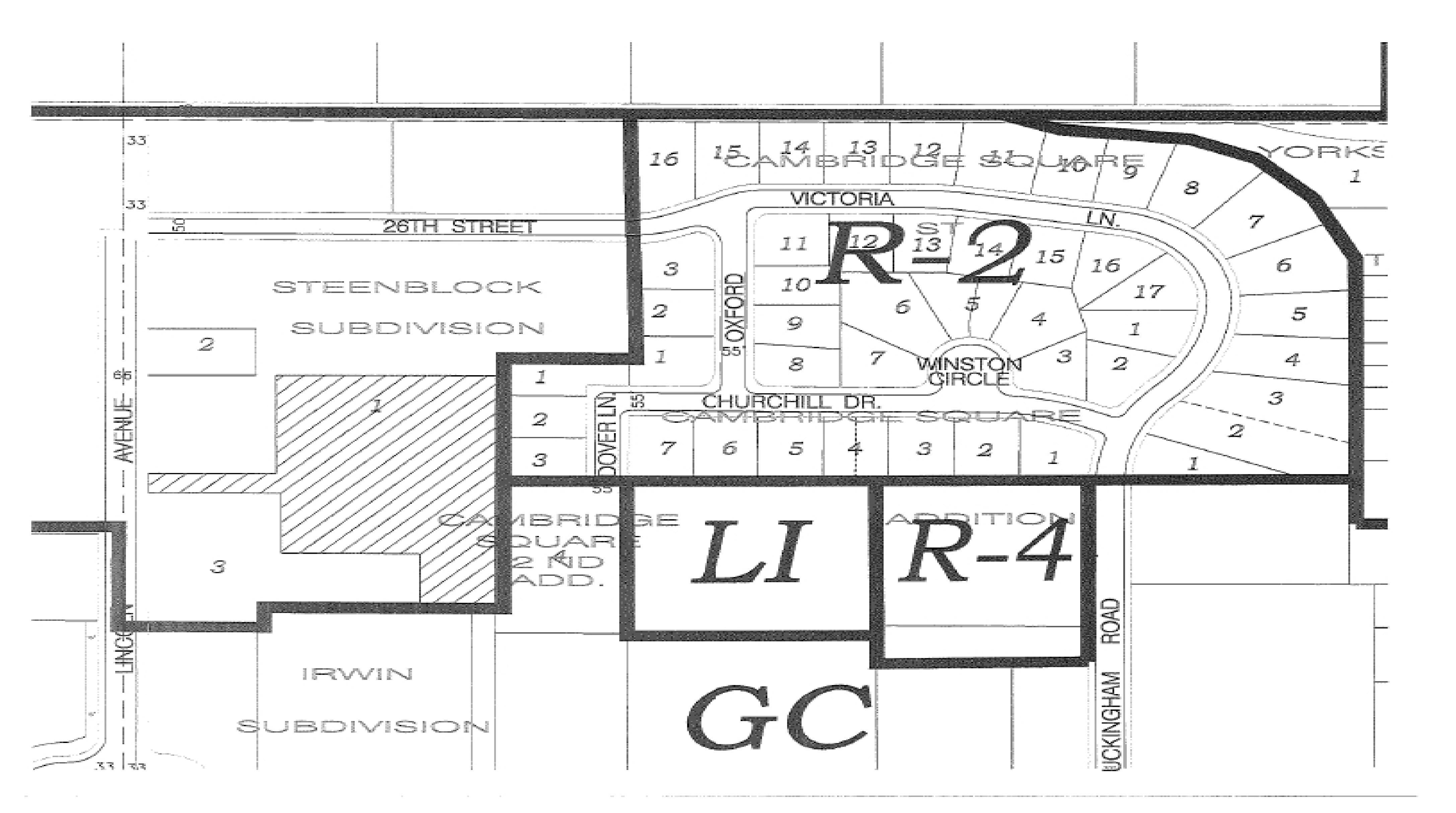
A parcel of land located in Section 12, Township 17 North, Range 8 East of the 6th P.M. more particularly described as:

Beginning at the Southeast corner of Lot 1, Steenblock Subdivision; thence N89°36'44"W a distance of 97.71 feet; thence N00°00'24"W a distance of 90.02 feet; thence N89°00'45"W a distance of 180.93 feet; thence N00°02'06"W a distance of 103.87 feet; thence N89°35'26"W a distance of 172.29 feet to a point on the easterly right-of-way line of Lincoln Avenue; thence N00°02'06"W along said right-of-way line a distance of 35.00 feet; thence S89°35'26"E a distance of 166.00 feet; thence N00°02'06"W a distance of 184.83 feet; thence W89°35'26"E a distance of 285.06 feet; thence S00°00'24"E a distance of 415.51 feet to the point of beginning.

SECTION II. REPEAL. That part of the official zoning map referred to in Paragraph "b" of Article 406 of Ordinance No. 3939 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law.

PASSED AND APPROVED THIS DAY	OF
ATTEST:	SCOTT GETZSCHMAN, MAYOR
KIMBERLY VOLK, MMC, CITY CLERK	



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: August 7, 2014

SUBJECT: Downtown Business Improvement District

Recommendation: 1. Move to reconsider Resolution No. 2014-120 establishing board members of Business

Improvement District for downtown area 2. Move to amend Resolution No. 2014-120 by adding the Mayor recommended names 3. Move to approve Resolution No. 2014-

120, as reconsidered and amended.

Background: At the request of Council and the public, additional members have been recommended by the Mayor to be appointed to the Downtown Business Improvement District Board.

#30

RESOLUTION NO. 2014-120 (RECONSIDERED AND AMENDED AUGUST 7, 2014)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING THE BOARD MEMBERS OF THE BUSINESS IMPROVEMENT DISTRICT FOR THE DOWNTOWN AREA.

WHEREAS, Downtown property owners have recommended that the City of Fremont create a business improvement district; and

WHEREAS, Section 19-4021, R.R.S. 1942, indicates that with the approval of the City Council, there shall be appointed a business improvement board consisting of property owners, residents, business operators, or users of space within the business area to be improved; and

WHEREAS, The board shall make recommendations to the City Council for the establishment of a plan or plans for improvements in the business area; and

WHEREAS, The Downtown Improvement District recommends the following names for the Business Improvement District Board: Tom Coday, Howard Krasne, Bob Missel, Mark Guilliatt, Jacob Herman and Cindy Bojanski; and

WHEREAS, The Mayor, at the request of Council and the public, recommends the following additional names for the Business Improvement District Board: Roxie Kracl, Vince O'Connor, Ginger Rosthenthal, David Fink and Bill Parks.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that the following individuals be appointed to serve on the Business Improvement District Board: Tom Coday, Howard Krasne, Bob Missel, Mark Guilliatt, Jacob Hermanm, Cindy Bojanski, Roxie Kracl, Vince O'Connor, Ginger Rosthenthal, David Fink and Bill Parks.

PASSED AND APPROVED THIS	DAY OF	, 2014.
ATTEST:	Scott Getzsch	nman, Mayor
Kimberly Volk, MMC, City Clerk		

RESOLUTION NO. 2014-120

A Resolution of the City Council of the City of Fremont, Nebraska, the City Attorney establishing the board members of the business improvement district for the downtown area.

WHEREAS, Downtown property owners have recommended that the City of Fremont create a business improvement district; and

WHEREAS, Section 19-4021, R.R.S. 1942, indicates that with the approval of the City Council, there shall be appointed a business improvement board consisting of property owners, residents, business operators, or users of space within the business area to be improved; and

WHEREAS, The board shall make recommendations to the City Council for the establishment of a plan or plans for improvements in the business area; and

WHEREAS, the Downtown Improvement District recommends the following names for the Business Improvement District.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FRE-MONT, NEBRASKA, that the following individuals be initially appointed to serve on the business improvement board: Tom Coday, Howard Krasne, Bob Missel, Mark Guilliatt, Jacob Herman, Cindy Bojanski.

PASSED AND APPROVED THIS 24TH DAY OF JUNE, 2014.

Scott Getzschman Mayor

ATTEST:

Kinnberly Volk, MMC, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: August 7, 2014

SUBJECT: Consider Resolution to rescind Resolution No. 2014-019 and to dedicate a drainage easement for 1st Street, Luther Road to Johnson Road

Recommendation: Approve Resolution

Background: This resolution is for approval of a drainage easement for the 1st Street extension project. This easement was originally created on January 28th, 2014. However, staff discovered there were discrepancies in the original easement description. It was determined that the original Resolution creating the easement should be rescinded and a new Resolution drafted amending the easement description. This drainage easement is required by the Nebraska Department of Roads in order for the project to move forward and receive final design approval.

#31

RESOLUTION	N NO
·	remont, Nebraska, to Rescind Resolution 2014-019 t for First Street, from Luther Road to Johnson Road.
WHEREAS Resolution No. 2014-019 with the January 28, 2014 contained an error in the lega	attached Exhibit "A" was passed by City Council on-
WHEREAS Resolution No. 2014-019 with Exh February 3, 2014 at #201400461; and	nibit "A" was filed at the Register of Deeds office on
WHEREAS The drainage easement is require the project to move forward and receive final de	ed by the Nebraska Department of Roads in order for esign approval
	Resolution No. 2014-019 along with Exhibit "A" is all description of Exhibit "B" be accepted as permanent Project.
NOW THEREFORE BE IT FURTHER RESOLV of a permanent drainage easement for 1st Stree	ED: That the City of Fremont approves the dedication of the from Luther Road to Johnson Road.
PASSED AND APPROVED THIS DAY OF	, 2014
ATTEST:	Scott Getzschman, Mayor
Kimberly Volk, MMC City Clerk	

EXHIBIT "A" (RESCINDED AUGUST 12, 2014)

1ST STREET DITCH EASEMENT

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East-West;

Thence S 00° 07' 34" W along the West Line of the SW ¼ 40.00 feet;

Thence S 90° 00' 00" E 51.65 feet;

Thence along a 550.00 foot radius curve to the left, the chord of which bears N 67° 35' 39" E and a chord length of 422.62 feet, 433.78 feet;

Thence N 45° 00' 00" E a distance of 58.34 feet;

Thence along a 470.00 foot curve to the right, whose chord bears N 67° 29' 59" E and a chord length of 359.72 feet, a distance of 369.14 feet to a point which is 300.00 feet North of the South Line of the NW ¼ of Section 19;

Thence N 90° 00' 00" E along a line 300.00 feet North of and parallel to said South Line of the NW ¼ bearing N 90 00' 00" E 88.73 feet to the Point of Beginning,

Thence continuing N 90 00' 00" E 1550.00 feet;

Thence along a 120.00 foot radius curve to the right, whose chord bears S 44° 59' 23" E and a chord length of 169.73 feet, a distance of 188.54 feet;

Thence S 00° 00' 00" E 205.58 feet, thence S 90° 00' 00" W 40.00 feet;

Thence N 00° 00' 00" W 205.58 feet;

Thence along an 80.00 foot radius curve to the left whose chord bears N 44° 59' 05" W and a chord length of 113.17 feet, a distance of 125.70 feet, to a point which is 260.00 feet North of the South Line of the NW ¼ of Section 19;

Thence N 90° 00' 00" W 260.00 feet North of and parallel to said South Line 1550.00 feet;

Thence N 00° 00' 00" W 40.00 feet to the Point of Beginning, containing 1.76 acres more or less.

EXHIBIT "B" 1ST STREET DITCH EASEMENT

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East West:

Thence N 90°00'00" E along the South Line of NW ¼ a distance of 2677.70 feet to the Point of Beginning;

Thence continuing S 0°07'24" W a distance of 70.00 feet;

Thence S 90°00'00" W a distance of 58.82 feet;

Thence along a 160.00 foot radius curve to the right, the chord of which bears N 45°00'00" W and a chord length of 226.27 feet, a distance of 251.33 feet;

Thence N 0°00'00" E a distance of 61.69 feet:

Thence along a 90.00 foot curve to the left, whose chord bears N 45°00'00" W and a chord length of 127.28 feet, a distance of 141.37 feet;

Thence S 90°00'00" W a distance of 15.55 feet:

Thence N 0°00'00" E a distance of 18.10 feet:

Thence N 90°00'00" E a distance of 258.27 feet:

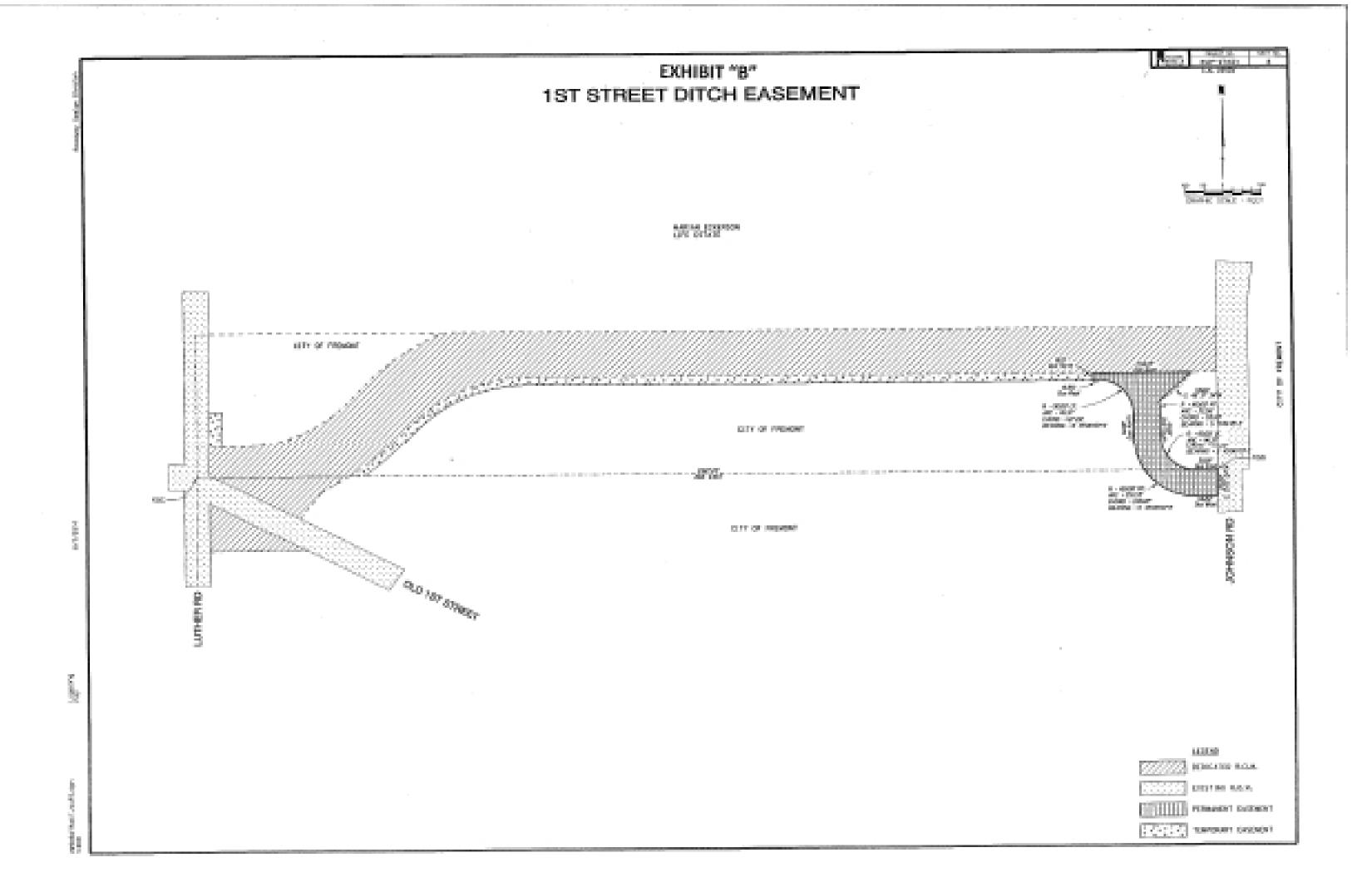
Thence S 48°37'34" W a distance of 114.63 feet;

Thence along a 160.00 foot curve to the right, whose chord bears S 5°49'45" E and a chord length of 32.50 feet, a distance of 32.56 feet;

Thence S 0°00'00" W a distance of 61.69 feet:

Thence along a 90.00 foot curve to the left, whose chord bears S 45°00'00" E and a chord length of 127.28 feet, a distance of 141.37 feet;

Thence N 90°00'00" E a distance of 58.97 feet to the Point of Beginning and containing 36,375 square feet or 0.84 acres more or less.



STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: August 7, 2014

SUBJECT: Consider Resolution to rescind Resolution No. 2014-018 and to dedicate right-of-way for 1st Street, Luther Road to Johnson Road

Recommendation: Approve Resolution

Background: Right-of-way was originally created on January 28th, 2014. However, staff discovered there were discrepancies in the original ROW description. It was determined that the original Resolution creating the ROW should be rescinded, and a new Resolution drafted amending the ROW description. This ROW dedication is required by the Nebraska Department of Roads in order for the project to move forward and receive final design approval.

A Resolution of the City Council of the City of Fremor and designate right-of-way for First Street, from Luthe	
WHEREAS Resolution No. 2014-018 with the attack January 28, 2014 contained an error in the legal desc	· · · · · · · · · · · · · · · · · · ·
WHEREAS Resolution No. 2014-018 with Exhibit "A February 3, 2014 at #201400462; and	A" was filed at the Register of Deeds office on
WHEREAS The right of way dedication is required to for the project to move forward and receive final design.	
NOW THEREFORE BE IT RESOLVED: That Resolute by rescinded and the area noted in the legal description the 1st Street Extension Project.	
NOW THEREFORE BE IT FURTHER RESOLVED: 7 of right-of-way for 1st Street from Luther Road to John	• • • • • • • • • • • • • • • • • • • •
PASSED AND APPROVED THIS DAY OF	, 2014
ATTEST:	Scott Getzschman, Mayor
Kimberly Volk, MMC City Clerk	

RESOLUTION NO. _____

EXHIBIT "A" (RESCINDED AUGUST 12, 2014)

1ST STREET RIGHT-OF-WAY LUTHER - JOHNSON

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East-West:

Thence S 00° 07' 34" W along the West Line of the SW ¼ 40.00 feet;

Thence S 90°00'00" E 51.65 feet;

Thence along a 550.00 foot radius curve to the left, the chord of which bears N 85° 41' 39" E and a chord length of 86.20 feet, 86.36 feet to a point on the North Line of angling First Street, said point being the Point of Beginning;

Thence continuing along said 550.00 foot radius curve, whose chord bears N 63° 06' 00' E and a chord length of 341.74 feet, 347.49 feet;

Thence N 45° 00' 00" E a distance of 58.34 feet;

Thence along a 470.00 foot curve to the right, whose chord bears N 67° 29' 59" E and a chord length of 359.72 feet, a distance of 369.14 feet to a point which is 300.00 feet North of the South Line of the NW ¼ of Section 19:

Thence N 90° 00' 00" E along a line 300.00 feet North of and parallel to said South Line of the NW ¼ 1849.50 feet to a point on a road easement line, said line is 33.00 feet West of and parallel to the East Line of the NW ¼ of Section 19:

Thence N 00° 07' 24" E along said easement line 80.00 feet;

Thence N 90° 00' 00" W parallel to the South Line of the NW 1/4 1849.67 feet,

Thence on a 550.00 foot radius curve to the left, whose chord bears S 67° 29' 59" W and a chord length of 420.95 feet, a distance of 431.98 feet;

Thence S 45° 00' 00" W 58.34 feet;

Thence along a 470.00 foot curve to the right, whose chord bears S 67° 36′ 37" W and a chord length of 361.40 feet, 370.95 feet;

Thence S 90° 00' 00" W 25.51 feet to the East Line of Luther Road, said line being 33.00 feet East of the West Line of the NW ¼ of Section 19;

Thence S 00° 10' 15" W along said line 33.00 feet East of and parallel to the West Line of the NW ¼ 19.44 feet to the North Line of angling First Street;

Thence S 68° 57' 27" E along said North Line 123.04 feet to the Point of Beginning, containing 4.94 Acres more or less.

EXHIBIT "B" 1ST STREET RIGHT-OF-WAY LUTHER - JOHNSON

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East West:

Thence N 0°09'25" E along the West Line of SW 1/4 a distance of 80.00 feet;

Thence N 90°00'00" E a distance of 32.93 feet to the Point of Beginning;

Thence continuing N 90°00'00" E a distance of 67.13 feet;

Thence along a 430.00 foot radius curve to the left, the chord of which bears N 67°36'39" E and a chord length of 330.64 feet, a distance of 339.38 feet;

Thence N 45°00'00" E a distance of 58.34 feet:

Thence along a 590.00 foot curve to the right, whose chord bears N 56°53'26" E and a chord length of 243.13 feet, a distance of 244.88 feet to a point which is 380.00 feet North of the South Line of the NW ¼ of Section 19:

Thence N 90°00'00" E along a line 380.00 feet North of and parallel to said South Line of the NW ¼ a distance of 2027.62 feet:

Thence S 0°04'46" W a distance of 120.00 feet;

Thence S 90°00'00" W a distance of 1813.91 feet;

Thence along a 430.00 foot curve to the left, whose chord bears S 67°30'00" W and a chord length of 329.11 feet, a distance of 337.72 feet;

Thence S 45°00'00" W a distance of 58.34 feet:

Thence along a 590.00 foot curve to the right, whose chord bears S 52°24'26" W and a chord length of 152.13 feet, a distance of 152.55 feet;

Thence S 59°48'52" W a distance of 86.07 feet:

Thence S 38°45'52" W a distance of 87.88 feet;

Thence N 63°54'41" W a distance of 263.05 feet;

Thence N 0°10'15" E a distance of 76.12 feet to the Point of Beginning and containing 357,544 square feet or 8.21 acres more or less.

EXHIBIT "B" OLD 1ST STREET RIGHT-OF-WAY

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East West;

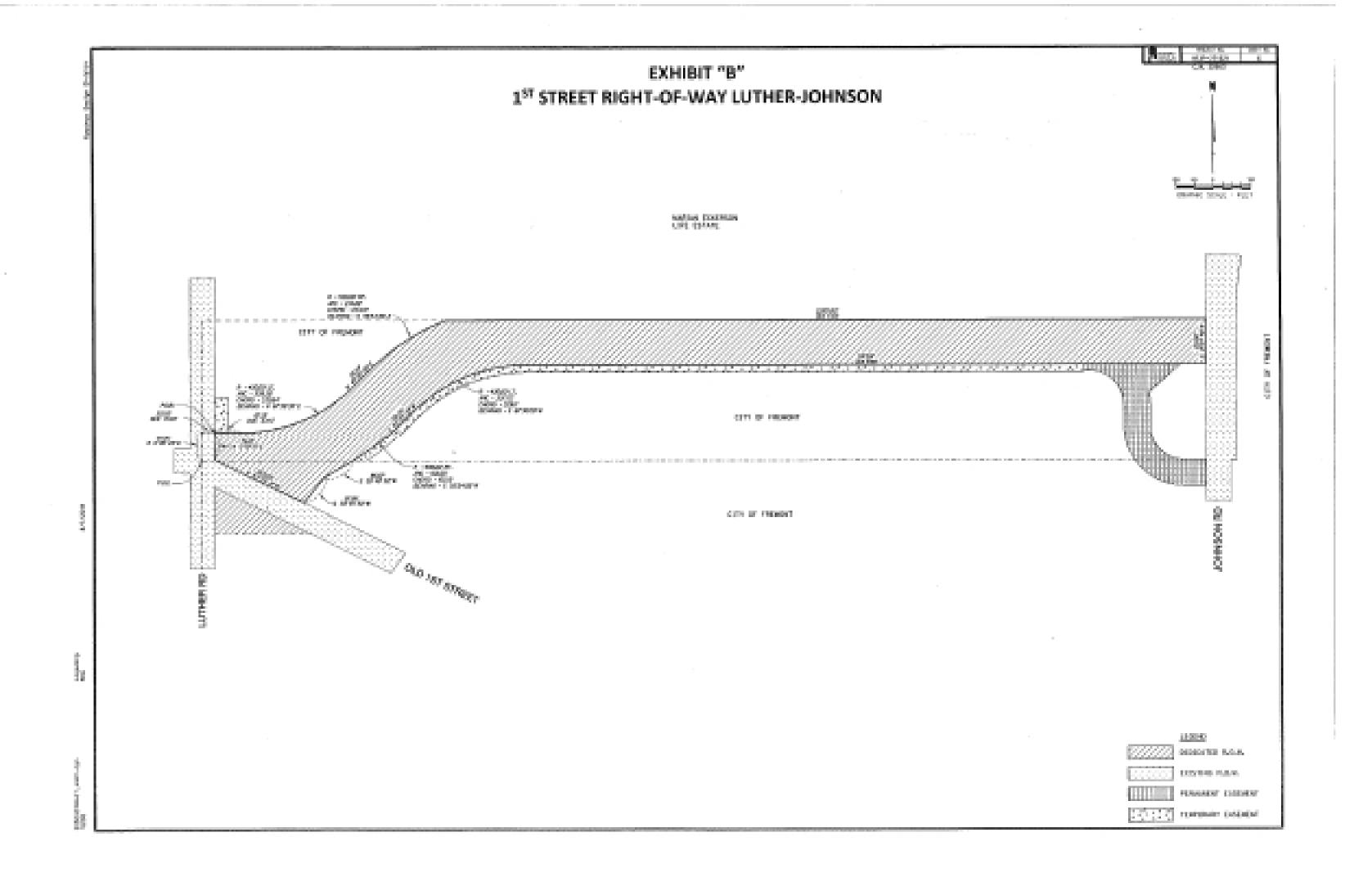
Thence S 0°09'25" W along the West Line of SW 1/4 a distance of 195.28 feet;

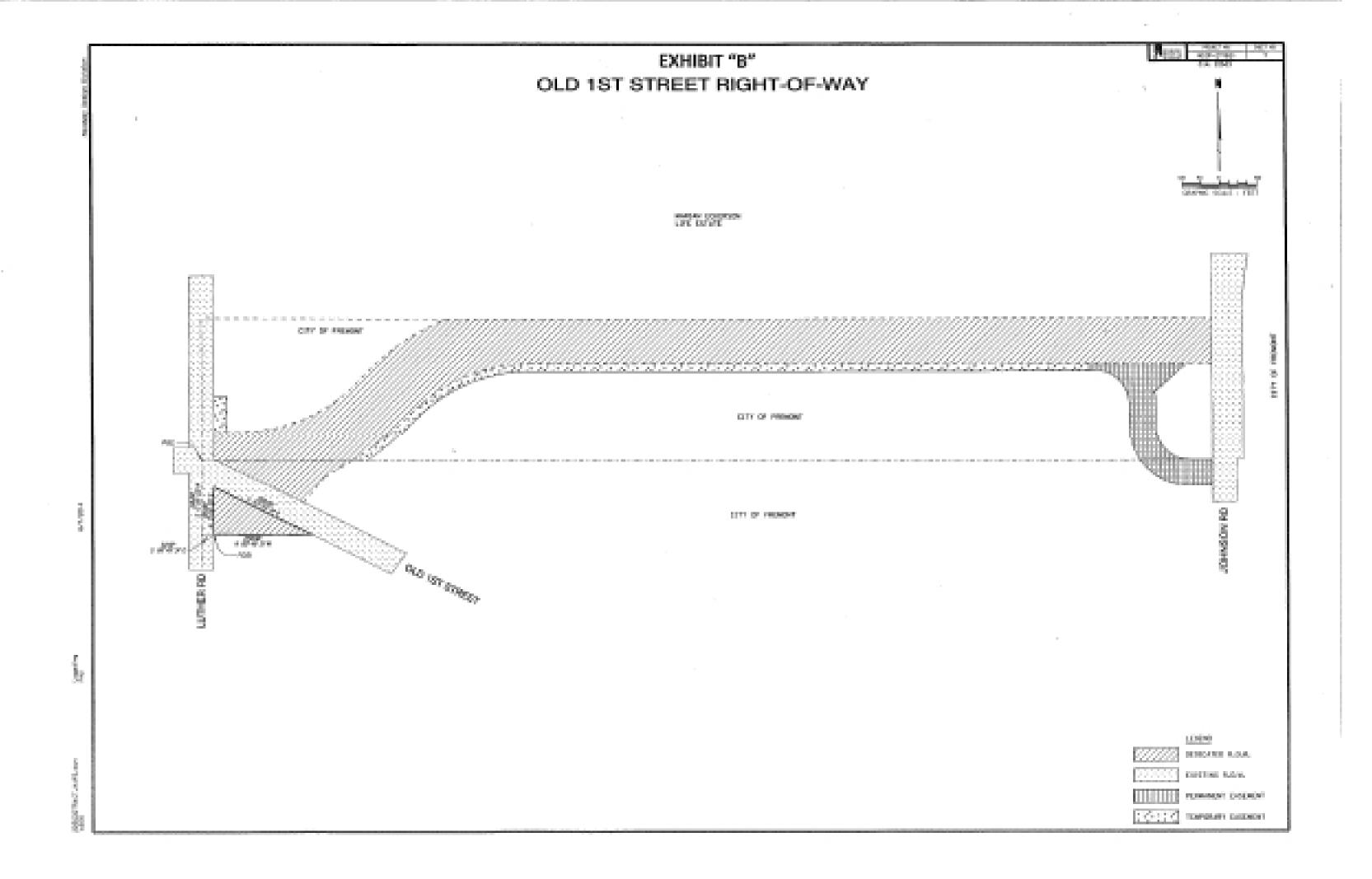
Thence S 89°49'31" E a distance of 32.97 feet to the Point of Beginning;

Thence continuing N 0°08'20" E a distance of 125.86 feet:

Thence S 63°54'41" E a distance of 288.00 feet:

Thence N 89°49'31" W a distance of 258.96 feet to the Point of Beginning and containing 16,297 square feet or 0.37 acres more or less.





STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: August 7, 2014

SUBJECT: Consider Resolution to dedicate a temporary construction easement for 1st Street, Luther Road to Johnson Road

Recommendation: Approve Resolution

Background: This resolution is for approval of a temporary construction easement for the 1st Street extension project. This temporary construction easement is required by the Nebraska Department of Roads in order for the project to move forward and receive final design approval.

#33

RESOLUTION NO
A Resolution of the City Council of the City of Fremont, Nebraska, to designate a temporary construction easement for First Street, from Luther Road to Johnson Road.
RESOLVED: That the area noted in the legal description of Exhibit "A" be accepted as temporary construction easement for the 1st Street Extension Project.
NOW THEREFORE BE IT RESOLVED: That the City of Fremont approves the dedication of a temporary construction easement for 1st Street from Luther Road to Johnson Road.
PASSED AND APPROVED THIS DAY OF, 2014
Scott Getzschman, Mayor ATTEST:
Kimberly Volk, MMC City Clerk

EXHIBIT "A" LUTHER ROAD DITCH CONSTRUCTION EASEMENT

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East West;

Thence N 0°09'25" E along the West Line of SW 1/4 a distance of 80.09 feet;

Thence S 89°50'35" E a distance of 32.93 feet to the Point of Beginning;

Thence continuing N 0°10'15" E a distance of 93.88 feet;

Thence N 90°00'00" E a distance of 35.00 feet:

Thence S 0°10'15" W a distance of 93.88 feet;

Thence S 90°00'00" W a distance of 35.00 feet to the Point of Beginning and containing 3,286 square feet or 0.08 acres more or less.

EXHIBIT "A" 1ST STREET CONSTRUCTION EASEMENT

A tract of land situated in the S ½ of the NW ¼ and the N ½ of the SW ¼ of Section 19, Township 17 North, Range 9 East of the 6th P.M., Fremont, Dodge County, Nebraska more particularly described as follows:

Commencing at the West ¼ corner of said Section 19, and assuming the South Line of the NW ¼ to bear due East West;

Thence N 90°00'00" E along the South Line of the NW ¼ a distance of 398.59 feet to the Point of Beginning;

Thence along a 590.00 foot curve to the left, whose chord bears N 52°24'26" E and a chord length of 152.13 feet, a distance of 152.55 feet;

Thence N 45°00'00" E a distance of 58.34 feet:

Thence along a 430.00 foot radius curve to the right, the chord of which bears N 67°30'00" E and a chord length of 329.11 feet, a distance of 337.72 feet;

Thence N 90°00'00" E a distance of 1488.74 feet:

Thence S 0°00'00" W a distance of 20.00 feet;

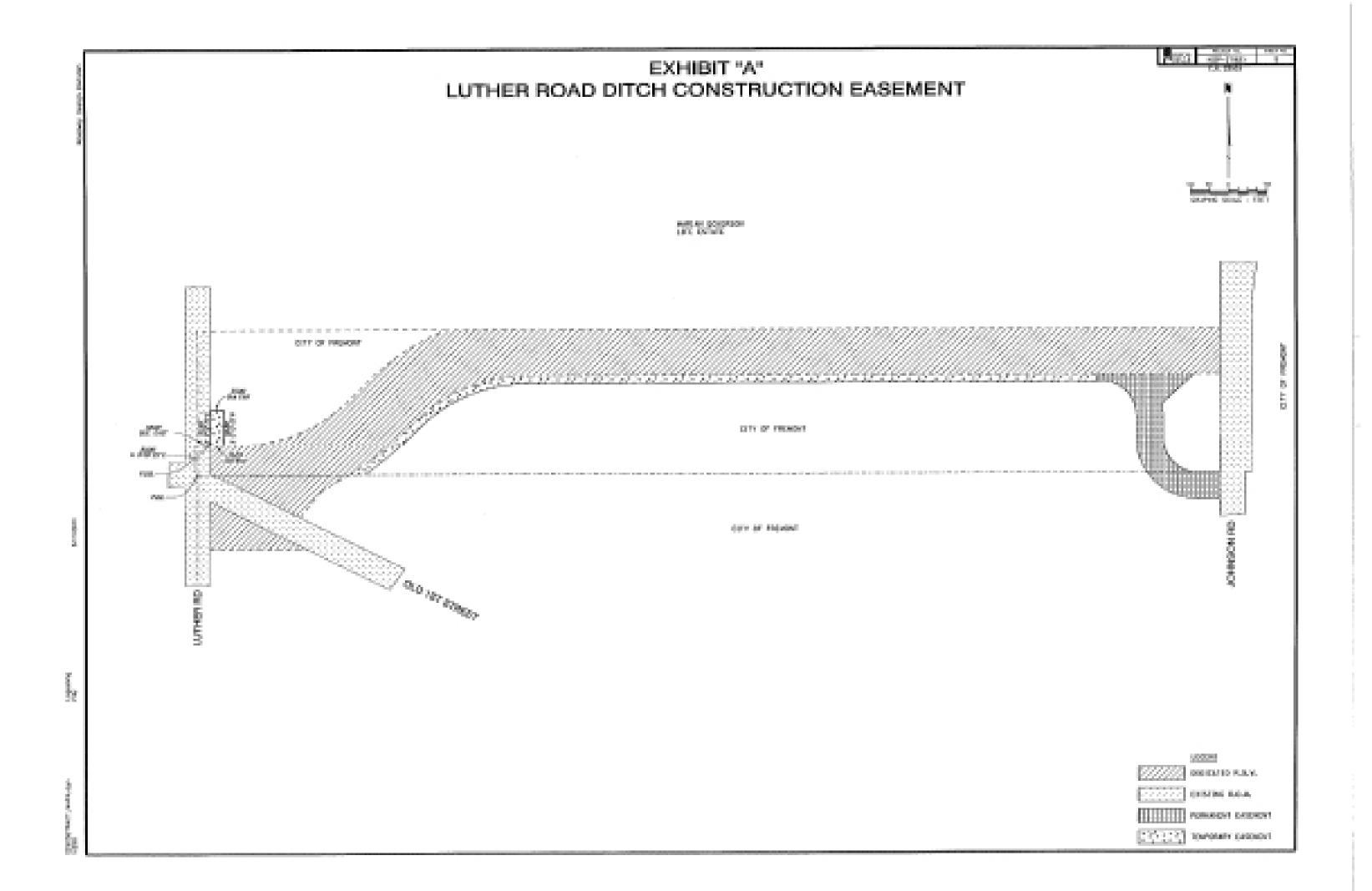
Thence S 90°00'00" W a distance of 1488.74 feet:

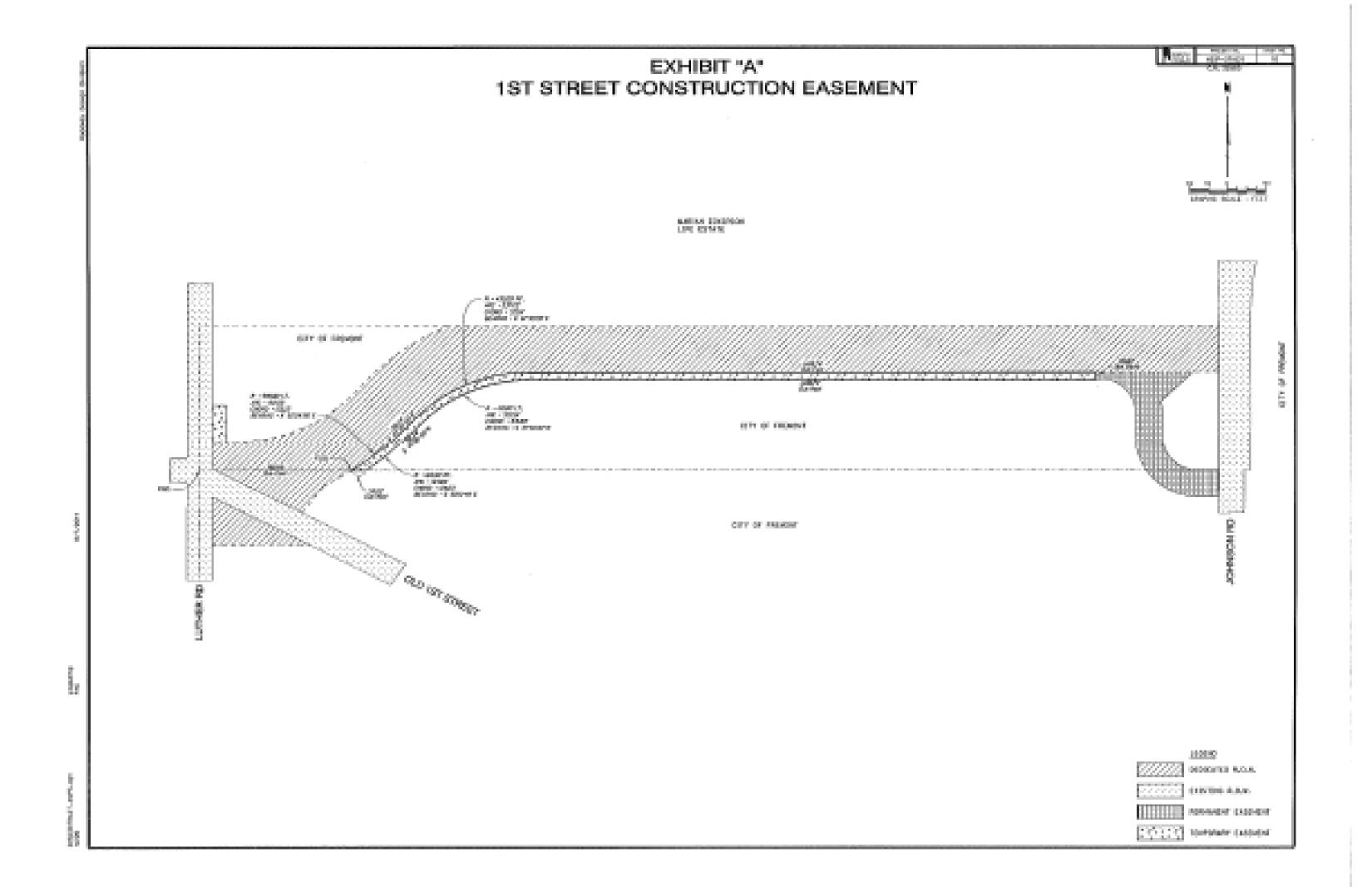
Thence along a 410.00 foot curve to the left, whose chord bears S 67°30'00" W and a chord length of 313.80 feet, a distance of 322.01;

Thence S 45°00'00" W a distance of 58.34 feet:

Thence along a 610.00 foot curve to the right, whose chord bears S 50°51'48" E and a chord length of 124.63 feet, a distance of 124.85 feet;

Thence S 90°00'00" W a distance of 38.02 feet to the Point of Beginning and containing 40,308 square feet or 0.93 acres more or less.





Economic Development Report Q2 2014

Fremont City Council Study Session August 12, 2014



Cecilia Harry Executive Director Greater Fremont Development Council

Business Attraction

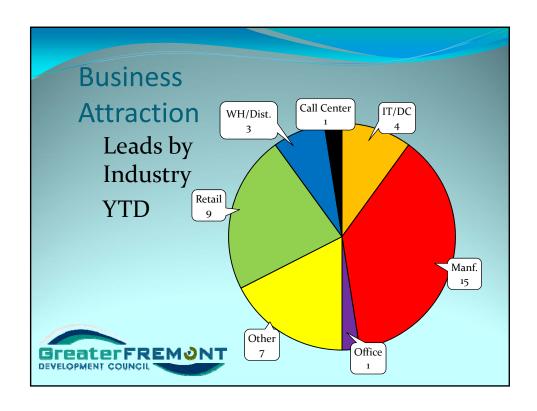
Highlights (Year-to-Date)

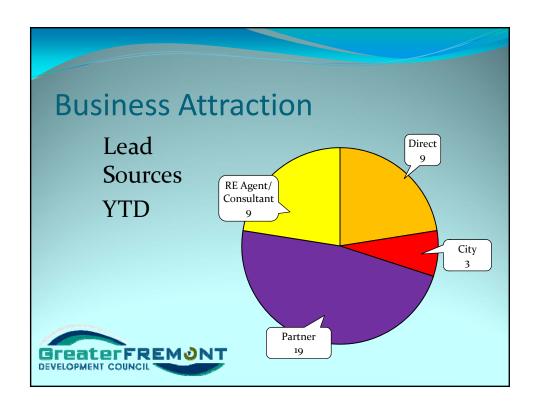
- 40 leads
 - 29 submissions
- 4 site visits
- 2 community tours

2014 Goals

- 75 leads/prospects
- 30 submissions
- 8 site visits
- 75 new primary jobs







Business Attraction

Sample Leads (* indicates active)

- 10-15 acres served by BNSF
- 10-20 acres, dairy industry related, 200 jobs
- 125-250 acres, rail served, 100-400 jobs*
 - Eliminated week of 8/4/14
- Hotel inquiry*
- 65K-90K square feet for 78-82 manufacturing jobs*



Business Retention & Expansion

Highlights (Year-to-Date)

- 20 existing business visits
- 6 projects
 - SUCCESS! Fremont Beef Co. expands
- 28 companies assisted

2014 Goals

- 40 business visits
- 2 HQ visits
- 20 companies assisted



Marketing – Relationships

- Washington, DC Trip (June)
 - Data Center (DC) & Site Selection Contacts
 - Current trends of DC industry
- Chicago (July)
 - Consultant Connect Program & Site Selector Visits
 - 18 site selectors in 48 hours, 14 new relationships
 - Current trends in site selection, how communities can best position themselves for success



Communication

- Understanding the Site Selection Process
 - 4-part series in Fremont Business Link
- Monthly newsletter
 - 44.6% average open rate (excellent!)
- 12 local speaking engagements
- Monthly appearance on KHUB Morning Show
- Open door/meetings encouraged



GOEDP Activity

- Target Advisory Groups (TAGs)
 - Data Center
 - Data Center Day June
 - Met with several DC-related firms and companies with DC needs
 - Specific connection made with active Tech Park project
 - Site Development
 - Site Certification Program
 - Recent elimination illustrates need for due diligence and site certification



GOEDP Activity • Exciting New Regional Brand WE DON'T COAST • Official launch Aug. 6, Fremont "soft" launch JCF Days • Stay tuned! More to come!

Contact Us

Cecilia Harry

Executive Director charry@SelectGreaterOmaha.com

Barb Pierce

Business Development Coordinator Barb.Pierce@FremontEcoDev.org

Fremont Office: 402-753-8126 Omaha Office: 402-233-7141







GFDC Executive Board

Dave Mitchell, President Chuck Johannsen, Vice President Barry Benson, Treasurer Bill Vobejda, Member at Large Scott Meister, Past President

Q2 & July 2014 Newsletter Summaries

Prepared for City Council by Cecilia Harry | August 6, 2014

July

- Chicago Marketing Trip. Cecilia met or reconnected with 18 site selector professionals during the trip and had quality time to talk about Fremont and the Greater Omaha region with each of them.
- The Board of Trustees approved the 5 year action plan designed by Smart Solutions (Des Moines, IA). The action plan is ambitious but will lead to measurable change in Fremont with the support of key partners in the community, like the City of Fremont and the business community.
- We reviewed our social media strategy and added a LinkedIn business page.
- We helped "soft launch" the Greater Omaha region's new brand, "We Don't Coast," in Fremont during John C. Fremont Days.

June

- GOEDP released criteria for a regional site certification program. This program will help consultants and companies identify properties across the region that are "shovel ready" an industry term that indicates that a property will be able to be developed quickly.
- Washington, DC Marketing Trip: Data Centers. The Data Center Investment Conference & Expo was an opportunity to receive updates on the nuances of the data center industry and learn how to best position Fremont for a data center opportunity.
- GOEDP hosted Data Center Day with dozens of stakeholders in the data center industry and companies with potential data center needs. Cecilia had several great conversations about the Fremont Tech Park and its assets for the right project.
- Cecilia attended a lunch with other Fremont stakeholders to welcome Björn Lyrvall, Ambassador of Sweden to the United States.

May

- Fremont Beef Company (FBC) decided to expand in Fremont. GFDC learned about this \$10.5 million project through a proactive business outreach visit, a part of our Business Retention and Expansion (BRE) programming. GFDC helped FBC explore state and local resources to help them fully consider expanding in Fremont. Through this \$10.5 million project, 160 jobs were retained, and FBC plans to create 25 new jobs. This is a great example of how important existing companies are to our economic base. When one explores their supply chain, one can see the many companies that are impacted by FBC's operations. It is exciting and a positive reflection of our business environment that FBC chose to expand here. This is also a good example of how critical it is for a community to have a vibrant BRE program that is able to identify opportunities like this and provide the expertise to companies to help them navigate their options.
- Greater Fremont was represented at RECon, a real estate convention held in Las Vegas, through the GOEDP. The hospitality industry was targeted, and GOEDP brought back useful contacts that local interests can use to develop relationships.

April

- GFDC officially welcomed a strategic alliance with the Fremont Area Young Professionals. There are common goals between the groups, including the desire to see more young people choose to work and live in Fremont
- We hosted a Fremont-focused brainstorming session as part of the Regional Branding Initiative, a huge component of the 5-year GOEDP strategic plan, Prosper Omaha. Over a dozen Fremonters participated and gave great feedback to the marketing team.